

DRAFT #7. October 31, 2007

Gwen Eberly, Development Services Manager  
Office of Economic Development  
The City of Dayton  
101 W. Third Street  
Dayton, Ohio 45401

RE: August 14, 2007, Request for Assistance;  
Voluntary Corrective Action Agreement  
Comfort/Status Letter for Area COD-5

Dear Ms. Eberly:

Thank you for your August 14, 2007, request for assistance in obtaining a U.S. EPA "comfort letter" addressing area COD-5 of the former General Motors plant (U.S. EPA site identification number OHD 017 958 604) in Dayton. Parcel COD-5 is bordered by Pitt Street to the North, Meigs Street to the East, Monument Street to the South, and Taylor Street to the West. It is our understanding from your letter that the City has requested this comfort letter in order to meet conditions of a grant that the City has received from the Economic Development Administration. We also understand that the City plans to redevelop parcel COD-5 by constructing an office building.

In order to ensure that environmental issues at the former GM site are identified and addressed, the City of Dayton entered into a Voluntary Corrective Action Agreement (VCAA) with the U.S. EPA on March 17, 2006, for seven parcels of land in Dayton that were once part of the General Motors plant. The City is currently approaching the provisions of the VCAA in two phases, with the earlier phase addressing lots COD-5, COD-6, and COD-7. It is our understanding that these three parcels are slated to become part of the "Dayton Technology Campus."

Our records show that the City submitted plans and reports described in the VCAA to the U.S. EPA as the investigation of these parcels progressed, including the submittal of (1) a RCRA Facility Investigation report in March 2007, (2) an Environmental Indicators report in May 2007, and (3) a Corrective Measures Study in July 2007. In addition, the City conducted a risk assessment to attempt to demonstrate that further cleanup activities in area COD-5 would not be necessary.

The risk assessment, which was prepared by Weston (the City's contractor) and submitted to U.S. EPA in October 2007, quantitatively evaluated the health risk for two populations that could potentially be exposed to contaminants during future redevelopment of COD-5. The first population, construction workers, would be performing activities related to completing the new facility on the parcel. The second population, routine commercial/office workers, would occupy the proposed building. Appropriate exposure pathways for soil and groundwater were evaluated for each potentially exposed population, including volatile chemical vapors seeping through the

US EPA RECORDS CENTER REGION 5



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building foundation from contaminated soils and groundwater. Cumulative risk estimates for the commercial/office worker and the construction worker were below<sup>1</sup> conservative risk levels for cancer and non-cancer health effects.

We have now finalized our review of the risk assessment and agree that further corrective measures do not appear to be necessary at COD-5 other than institutional exposure controls including land use restrictions and groundwater use restrictions.

Based on our current information, it does not appear that construction of the proposed building on area COD-5 would interfere with the City's ability to complete any activities necessary to meet the City's obligations under the VCAA. However, the City should take the following precautions as it proceeds with the redevelopment:

- 1) In order to ensure protection of commercial/office workers, the City should include post-construction verification monitoring, as appropriate, for potential organic vapor intrusion.
- 2) In order to ensure protection of construction workers, the City should verify that any excavation deeper than ten feet is addressed by the construction health and safety plan so as to limit exposure to deep soils which were not considered in the risk assessment.

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Based on our review of the March 2007 RCRA Facility Investigation Report, the May 2007 Environmental Indicators Report, and the October 2007 Risk Assessment, we do not plan or anticipate requiring corrective measures for area COD-5 beyond the above-mentioned land use controls (i.e., limiting the property to commercial/industrial use), and groundwater use restrictions (i.e., prohibiting the use of groundwater in the upper aquifer). However, the U.S. EPA does reserve the right to require additional corrective measures at COD-5 in the event that new information becomes available or site conditions changes in a way that indicates a release of hazardous constituents which may pose a threat to human health and/or the environment.

Please also be advised that this letter does not constitute a Final Decision for parcel COD-5 as provided in the VCAA. Section V.C.7 of the March 17, 2006 VCAA states that the U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (i.e., the Statement of Basis). The VCAA goes on to state that following the public comment period, U.S. EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments. The public process and Final Decision will be completed at a later date, when proposed corrective measures are available for all the parcels addressed by the VCAA. Until the completion of this process, the corrective action activities at COD-5 cannot be considered complete.

Deleted: Unless and until the appropriate public process and Final Decision is completed (currently planned for a later date), the corrective action activities at COD-5 cannot be considered complete.

<sup>1</sup> Risks were within the target risk range of 1E-06 to 1E-04 for cancer risk and less than 1.0 hazard index for noncancer health effects (specific values were 7E-05 and 0.3 for commercial/office workers and 5E-06 and 0.3 for construction workers).



Based on an October 30, 2007, conference call among you, other representatives of the City, and certain members of my staff, we understand that the City has committed to announcing the U.S. EPA's issuance of this letter to interested members of the community, and to making a copy of this letter available to the public. Please ensure that this announcement is made before significant activities commence at the site.

**Deleted:** as soon as possible, but in no event later than the end of November 2007

I hope you find this letter responsive to your request. The U.S. EPA is committed to facilitating the productive and sustainable reuse of formerly contaminated sites, and is pleased to have the opportunity to assist you in your revitalization efforts in Dayton.

If you have any questions, please call Mr. Gary Victorine of my staff at 312-886-1479.

Sincerely,

Jose G. Cisneros, Chief  
Remediation and Reuse Branch

cc: Allen Debus  
Gary Victorine  
Mony Chabria USEPA-ORC  
Repository?



DRAFT #6 October 30, 2007

Gwen Eberly, Development Services Manager  
Office of Economic Development  
The City of Dayton  
101 W. Third Street  
Dayton, Ohio 45401

RE: August 14, 2007, Request for Assistance;  
Voluntary Corrective Action Agreement  
Comfort/Status Letter for Area COD-5

Dear Ms. Eberly:

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In order to ensure that environmental issues at the former GM site are identified and addressed, the City of Dayton entered into a Voluntary Corrective Action Agreement (VCAA) with the U.S. EPA on March 17, 2006, for seven parcels of land in Dayton that were once part of the General Motors plant. The City is currently approaching the provisions of the VCAA in two phases, with the earlier phase addressing lots COD-5, COD-6, and COD-7. It is our understanding that these three parcels are slated to become part of the "Dayton Technology Campus."

Our records show that the City submitted plans and reports described in the VCAA to the U.S. EPA as the investigation of these parcels progressed, including the submittal of (1) a RCRA Facility Investigation report in March 2007, (2) an Environmental Indicators report in May 2007, and (3) a Corrective Measures Study in July 2007. In addition, the City conducted a risk assessment to attempt to demonstrate that further cleanup activities in area COD-5 would not be necessary.

The risk assessment, which was prepared by Weston (the City's contractor) and submitted to U.S. EPA in October 2007, quantitatively evaluated the health risk for two populations that could potentially be exposed to contaminants during future redevelopment of COD-5. The first population, construction workers, would be performing activities related to completing the new facility on the parcel. The second population, routine commercial/office workers, would occupy the proposed building. Appropriate exposure pathways for soil and groundwater were evaluated for each potentially exposed population, including volatile chemical vapors seeping through the

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building foundation from contaminated soils and groundwater. Cumulative risk estimates for the commercial/office worker and the construction worker were below<sup>1</sup> conservative risk levels for cancer and non-cancer health effects.

We have now finalized our review of the risk assessment and agree that further corrective measures do not appear to be necessary at COD-5 other than institutional exposure controls including land use restrictions and groundwater use restrictions.

Based on our current information, it does not appear that construction of the proposed building on area COD-5 would interfere with the City's ability to complete any activities necessary to meet the City's obligations under the VCAA. However, the City should take the following precautions as it proceeds with the redevelopment:

- 1) In order to ensure protection of commercial/office workers, the City should include post-construction verification monitoring, as appropriate, for potential organic vapor intrusion.
- 2) In order to ensure protection of construction workers, the City should verify that any excavation deeper than twelve feet is addressed by the construction health and safety plan so as to limit exposure to deep soils which were not considered in the risk assessment.

**Deleted:** in its design of the building(s), the City should consider the potential for organic vapor intrusion, including post-construction verification monitoring as appropriate.

**Deleted:** the construction health and safety plan addresses the fact that excavation deeper than ten feet may expose workers to soils which were not considered in the risk assessment.

Based on our review of the March 2007 RCRA Facility Investigation Report, the May 2007 Environmental Indicators Report, and the October 2007 Risk Assessment, we do not plan or anticipate requiring corrective measures for area COD-5 beyond the above-mentioned land use controls (i.e., limiting the property to commercial/industrial use), and groundwater use restrictions (i.e., prohibiting the use of groundwater in the upper aquifer). However, the U.S. EPA does reserve the right to require additional corrective measures at COD-5 in the event that new information becomes available or site conditions changes in a way that indicates a release of hazardous constituents which may pose a threat to human health and/or the environment.

Please also be advised that this letter does not constitute a Final Decision for parcel COD-5 as provided in the VCAA. Section V.C.7 of the March 17, 2006 VCAA states that the U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (i.e., the Statement of Basis). The VCAA goes on to state that following the public comment period, U.S. EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments. Unless and until the appropriate public process and Final Decision is completed (currently planned for a later date), the corrective action activities at COD-5 cannot be considered complete.

**Comment [GJV1]:** The City suggested deletion of the following language because it believes the comfort letter itself will be sufficient for the EDA, and it felt that the mention of the other six parcels might be confusing to the EDA.

**Deleted:** Currently, we do not plan to initiate this Statement of Basis / Final Decision process until such time as the City submits to the U.S. EPA the complete corrective measures proposal (as described in section V.C.1 or the VCAA) for all seven parcels described in the VCAA. If the City of Dayton would like to expedite this process specifically for the COD-5 parcel and would be willing to partner with the Agency by developing summary documents and publishing public notices and mailings which include the COD-5 Statement of Basis, please contact Mr. Allen Debus of my staff at 312-886-6186

<sup>1</sup> Risks were within the target risk range of 1E-06 to 1E-04 for cancer risk and less than 1.0 hazard index for noncancer health effects (specific values were 7E-05 and 0.3 for commercial/office workers and 5E-06 and 0.3 for construction workers).



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Sincerely,

Jose G. Cisneros, Chief  
Remediation and Reuse Branch

cc: Allen Debus  
Gary Victorine  
Mony Chabria USEPA-ORC



Monesh  
Chabria/R5/USEPA/US  
10/29/2007 12:07 PM

To Gary Victorine/R5/USEPA/US@EPA  
cc Allen Debus/R5/USEPA/US@EPA, Colleen  
Olsberg/R5/USEPA/US@EPA, Hak  
Cho/R5/USEPA/US@EPA

bcc

Subject Re: GM Dayton -- Comfort Letter for City of Dayton

Gary and Allen -- Attached is my revised version of the letter showing my proposed edits and comments in track changes. Please take a look and let me know if you have any concerns.

Once we have a final version of the letter, I do not have a problem with providing the language to the City for discussion. It should help to make sure they get what they need. Regarding the public involvement question, if we do not go down the road of the public comment, we should probably have someone from OPA assigned to this matter to assist us. Possibilities include a news release or public notice.

As for the call tomorrow, I do not think I need to attend unless the City's attorney will be on the call or you think attorneys need to be there. Let me know what you think. \*



Draft #4 Comfort Letter COD5 mgc.doc

Mony Chabria  
Associate Regional Counsel  
U.S. EPA - Region 5  
77 W. Jackson Boulevard, C-14J  
Chicago, IL 60604-3590  
(312) 886-6842  
(312) 886-0747 fax  
Gary Victorine/R5/USEPA/US

Gary Victorine /R5/USEPA/US To

10/25/2007 09:33 AM

Subject GM Dayton -- Comfort Letter for City of Dayton

Hi Mony--

Allen Debus and I were wondering if you could take a look at our newly revised proposed comfort letter for the City of Dayton (re former GM site, parcel COD-5), attached.

We had all met in Jose Cisneros' office about a month or so ago, and at that time decided we needed to resolve the issues with the Risk Assessment before we could move forward with this. It looks like those risk issues are now resolved, so we are now ready to move forward.

Allen and I have scheduled a conf call with the City of Dayton for next tuesday, and would like to discuss this draft with them. So if you could take a look at this before then, we would greatly appreciate it. In fact, we would like to be able to e-mail a draft pdf of just the body of the letter to them, just to make sure it will meet their needs, and to make sure we have gotten all the facts right.... However, we wanted to check with you before we did this.

In this letter, we have extended to the City the opportunity to partner with us on providing the public with a statement of basis and final decision document for the COD-5 parcel, IF they feel they need these at this time. However, if they don't feel they need them at this time, we still would like to explore ways of informing the public that we have issued this comfort letter for COD-5, and that no actual final decision



has been made, and that a public comment period will be held at the conclusion of the overall corrective action before the final decision is made. This is another issue we might want to discuss with the City next tuesday, so we welcome your thoughts.

Thanks very much.

--Gary

Gary Victorine  
RCRA/TSCA Land Reuse and Revitalization Coordinator  
Land and Chemicals Division  
U. S. EPA Region 5  
312-886-1479



DRAFT #4 10/24/07

Gwen Eberly, Development Services Manager  
Office of Economic Development  
The City of Dayton  
101 W. Third Street  
Dayton, Ohio 45401

RE: August 14, 2007, Request for Assistance;  
Voluntary Corrective Action Agreement  
Comfort/Status Letter for Area COD-5

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**The risk assessment, which was prepared by WESTON (the City's contractor) and submitted to U.S. EPA in October 2007, quantitatively evaluated the health risk for two populations that could potentially be exposed to contaminants during future redevelopment of COD-5. The first population, construction workers, would be performing activities related to completing the new facility on the parcel. The second population, routine commercial/office workers, would occupy the proposed building. Appropriate exposure pathways for soil and groundwater were evaluated**

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for each potentially exposed population, including volatile chemical vapors seeping through the building foundation from contaminated soils and groundwater.

Cumulative risk estimates for the commercial/office worker and the construction worker were below conservative risk levels for cancer and non-cancer health effects, within the target risk range of 1E-06 to 1E-04 for cancer risk and less than 1.0 hazard index for noncancer health effects (specific values were 7E-05 and 0.3 for commercial/ office workers and 5E-06 and 0.3 for construction workers).

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Comment [mgc1]: Can we put these detailed risk assessment numbers into a footnote? I am thinking it would make the letter more readable for the City and the public.

Deleted: industrial

We have now finalized our review of the risk assessment and agree that further corrective measures do not appear to be necessary at COD-5 other than institutional exposure controls including land use restrictions and groundwater use restrictions.

It is our understanding that General Motors used the 1.3 acre parcel COD-5 as a parking lot from 1950 until 1987, and that prior to 1950 the parcel was occupied by a millwright shop, a carpet cleaning business, a fan and motor company, a copper shop, a machine shop, coal pile storage, a restaurant, and residential properties.

Based on our current information, it does not appear that construction of the proposed building on area COD-5 would interfere with the City's ability to complete any activities necessary to meet the City's obligations under the VCAA. However, the following precautions should be adhered to: City should take the following precautions as it proceeds with the redevelopment:

1) In order to ensure protection of commercial/office workers, in its design of the building(s), the City should consider the potential for organic vapor intrusion, including post-construction verification monitoring as appropriate.

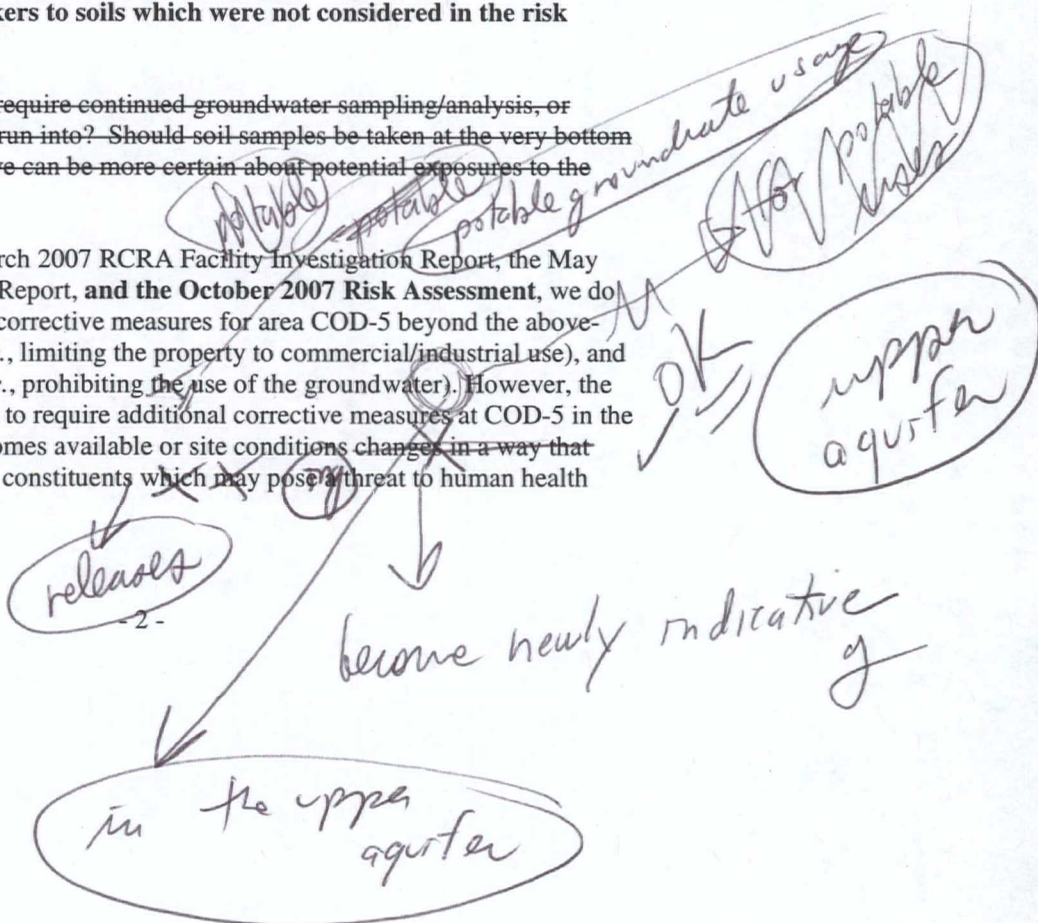
Deleted: industrial

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2) In order to ensure protection of construction workers, the City should verify that the construction health and safety plan addresses the fact that excavation deeper than ten feet may expose workers to soils which were not considered in the risk assessment.

3) [Will we need to suggest or require continued groundwater sampling/analysis, or samples of any gw they run into? Should soil samples be taken at the very bottom of their excavation so we can be more certain about potential exposures to the construction workers?]

Based on our review of the March 2007 RCRA Facility Investigation Report, the May 2007 Environmental Indicators Report, and the October 2007 Risk Assessment, we do not plan or anticipate requiring corrective measures for area COD-5 beyond the above-mentioned land use controls (i.e., limiting the property to commercial/industrial use), and groundwater use restrictions (i.e., prohibiting the use of the groundwater). However, the U.S. EPA does reserve the right to require additional corrective measures at COD-5 in the event that new information becomes available or site conditions change in a way that indicates a release of hazardous constituents which may pose a threat to human health and/or the environment.





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*modifying  
new #*

I hope you find this letter responsive to your request. The U.S. EPA is committed to facilitating the productive and sustainable reuse of formerly contaminated sites, and is pleased to have the opportunity to assist you in your revitalization efforts in Dayton.

If you have any questions, please call Mr. Gary Victorine (312-886-1479) of my staff.

Sincerely,

Jose G. Cisneros, Chief  
Remediation and Reuse Branch

cc: Allen Debus  
Gary Victorine  
Mony Chabria USEPA-ORC

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DRAFT #4 10/24/07

Gwen Eberly, Development Services Manager  
Office of Economic Development  
The City of Dayton  
101 W. Third Street  
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**The risk assessment, which was prepared by WESTON and submitted in October of 2007, quantitatively evaluated the health risk for two populations that could potentially be exposed to contaminants during future redevelopment of COD-5. The first population, construction workers, would be performing activities related to completing the new facility. The second population, routine commercial/office workers, would occupy the proposed building. Appropriate exposure pathways for soil and groundwater were evaluated for each potentially exposed population, including volatile chemical vapors seeping through the building foundation from contaminated soils and groundwater. Cumulative risk estimates for the commercial/industrial worker and the construction worker were within the target**

10/30 - COD call - Joe participate?  
Send "denied" copy  
to COD  
Mony's review?  
Joe per



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Sincerely,

Jose G. Cisneros, Chief  
Remediation and Reuse Branch

cc: Allen Debus  
Gary Victorine  
Monesh Chabria USEPA-ORC

see Jose's  
note:  
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Thompson



check

Trish on  
mailing list

Phone MONY =  
CHABRIA

abridged version  
to  
COD



DRAFT #3 09/10/07

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Office of Economic Development  
The City of Dayton  
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Dayton, Ohio 45401

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It is our understanding that General Motors used the 1.3-acre parcel COD-5 as a parking lot from 1950 until 1987, and that prior to 1950 the parcel was occupied by a millwright shop, a carpet cleaning business, a fan and motor company, a copper shop, a machine shop, coal-pile storage, a restaurant, and residential properties.

Based on our current information, it does not appear that construction of the proposed building **[do we need to look at a proposed building plan??]** on area COD-5 would



*workers in*  
interfere with the City's ability to complete any activities necessary to meet the City's obligations under the VCAA. However, the following precautions should be adhered to:

- adequately be protected from*
- 1) Buildings must address the possibility of organic vapor intrusion. *Not appropriate*
  - 2) [Do we need to address depth of construction / exposure to constr workers, etc. Colleen?] *210'*
  - 3) [Will we need to suggest or require continued groundwater sampling/analysis, or samples of any gw they run into? Should soil samples be taken at the very bottom of their excavation -- so we can be more certain about potential exposures to the construction workers ?]

Based on the March 2007 RCRA Facility Investigation Report and the May 2007 Environmental Indicators Report, we do not plan or anticipate requiring corrective measures for area COD-5 beyond the above-mentioned land use controls (limiting the property to commercial/industrial use), and groundwater use restrictions (prohibiting the use of the groundwater). However, the U.S. EPA does reserve the right to require additional corrective measures at COD-5 in the ~~unlikely~~ event that new information becomes available or site conditions changes in a way that indicates a release of hazardous constituents which may pose a threat to human health and/or the environment.

~~The U.S. EPA is currently evaluating the appropriate public involvement procedures for the proposed remedy at COD-5.~~

*\**  
Please also be advised that Section V.C.7 of the March 17, 2006, VCAA states that the U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (i.e., the Statement of Basis). The VCAA goes on to state that following the public comment period, U.S. EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments. Unless and until the appropriate **public** process and Final Decision is completed, the corrective action activities at COD-5 cannot be considered complete. Currently, we do not plan to initiate this Statement of Basis / Final Decision process until such time as the City submits to the U.S. EPA the complete corrective measures proposal (as described in section V.C.1 or the VCAA) for all seven parcels described in the VCAA. If the City of Dayton would like to expedite this process specifically for the COD-5 parcel and would be willing to partner with the Agency by **developing summary documents and publishing public notices and mailings which include the COD-5 Statement of Basis**, please contact Mr. Allen Debus of my staff at 312-886-6186.

I hope you find this letter responsive to your request. The U.S. EPA is committed to facilitating the productive and sustainable reuse of formerly contaminated sites, and is pleased to have the opportunity to assist you in your revitalization efforts in Dayton.



If you have any questions, please call Allen Debus (312-886-6186) or Gary Victorine (312-886-1479) of my staff.

Sincerely,

Jose G. Cisneros, Chief  
Remediation and Reuse Branch

cc: Allen Debus  
Gary Victorine  
Monesh Chabria USEPA-ORC



my thoughts

Allen  
- from Gary

DRAFT #2 09/07/07

Gwen Eberly, Development Services Manager  
Office of Economic Development  
The City of Dayton  
101 W. Third Street  
Dayton, Ohio 45401

Changes  
in **BOLD**

RE: August 14, 2007, Request for Assistance  
Voluntary Corrective Action Agreement  
Comfort/Status Letter for Area COD-5

Dear Ms. Eberly:

Thank you for your August 14, 2007, request for assistance in obtaining a U.S. EPA "comfort letter" addressing area COD-5 of the former General Motors plant (U.S. EPA site identification number OHD 017 958 604) in Dayton. It is our understanding from your letter that the City **requests such** comfort letter in order to meet conditions of a grant that the City has received from the Economic Development Administration.

In order to ensure that environmental issues at the former GM site are identified and addressed, the City of Dayton entered into a Voluntary Corrective Action Agreement (VCAA) with the U.S. EPA on March 17, 2006, for seven parcels of land in Dayton that were once part of the General Motors plant. The City is currently approaching the provisions of the VCAA in two phases, with the earlier phase addressing lots COD-5, COD-6, and COD-7. It is our understanding that these three parcels are slated to become part of the "Dayton Technology Campus."

Our records show that the City submitted plans and reports described in the VCAA to the U.S. EPA as the investigation of these parcels progressed, including the submittal of (1) a RCRA Facility Investigation report in March of 2007, (2) an Environmental Indicators report in May of 2007, and (3) a Corrective Measures Study ("CMS") in July of 2007. The City used the results of a risk assessment included in ~~the CMS~~ **the RCRA Facility Investigation to argue demonstrate** that further cleanup activities in area COD-5 would not be necessary. We have now finalized our review of that risk assessment ~~and CMS?~~ and agree that further corrective measures do not appear to be necessary **at COD-5** other than institutional exposure controls including land use restrictions and groundwater use restrictions.

It is our understanding that General Motors used the 1.3-acre parcel COD-5 as a parking lot from 1950 until 1987, and that prior to 1950 the parcel was occupied by a millwright shop, a carpet cleaning business, a fan and motor company, a copper shop, a machine shop, coal-pile storage, a restaurant, and residential properties.

Based on our current information, it does not appear that construction of the proposed building [do we have a proposed building plan to look at, and do we need to?] on area

not yet

good question,  
but I think  
so.



COD-5 would interfere with the City's ability to complete any activities necessary to meet the City's obligations under the VCAA. However, the following precautions should be adhered to:

1) Buildings must address the possibility of organic vapor intrusion.

2) [Do we need to address depth of construction / exposure to constr workers, etc.]

3) [Will we need to suggest or require continued groundwater sampling/analysis, or samples of any gw they run into? Should soil samples be taken at the very bottom of their excavation -- so we can be more certain about potential exposures to the construction workers ?]

Based on the March 2007 RCRA Facility Investigation Report and the May 2007 Environmental Indicators Report, we do not plan or anticipate requiring corrective measures for area COD-5 beyond the above-mentioned land use controls (limiting the property to commercial/industrial use), and groundwater use restrictions (prohibiting the use of the groundwater). However, the U.S. EPA does reserve the right to require additional corrective measures at COD-5 in the unlikely event that new information becomes available or site conditions changes in a way that indicates a release of hazardous constituents which may pose a threat to human health and/or the environment.

~~The U.S. EPA is currently evaluating the appropriate public involvement procedures for the proposed remedy at COD-5.~~

Please also be advised that Section V.C.7 of the March 17, 2006, VCAA states that the U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (i.e., the Statement of Basis). The VCAA goes on to state that following the public comment period, U.S. EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments. Unless and until the appropriate public process and Final Decision is completed, the corrective action activities at COD-5 cannot be considered complete. Currently, we do not plan to initiate this Statement of Basis / Final Decision process until such time as the City submits to the U.S. EPA the complete corrective measures proposal (as described in section V.C.1 or the VCAA) for all seven parcels described in the VCAA. If the City of Dayton would like to expedite this process specifically for the COD-5 parcel and would be willing to partner with the Agency by publishing public notices and mailings which include the COD-5 Statement of Basis, please contact Mr. Allen Debus of my staff at 312-886-6186.

I hope you find this letter responsive to your request. The U.S. EPA is committed to facilitating the productive and sustainable reuse of formerly contaminated sites, and is pleased to have the opportunity to assist you in your revitalization efforts in Dayton.



If you have any questions, please call Allen Debus (312-886-6186) or Gary Victorine (312-886-1479) of my staff.

Sincerely,

Jose G. Cisneros, Chief  
Remediation and Reuse Branch

cc: Allen Debus  
Gary Victorine  
Monesh Chabria USEPA-ORC





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGIONS 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

NOV 08 2007

REPLY TO THE ATTENTION OF: LU-9J

Gwen Eberly, Development Services Manager  
Office of Economic Development  
The City of Dayton  
101 W. Third Street  
Dayton, Ohio 45401

RE: August 14, 2007, Request for Assistance;  
Voluntary Corrective Action Agreement  
Comfort/Status Letter for Area COD-5

Dear Ms. Eberly:

Thank you for your August 14, 2007, request to the United States Environmental Protection Agency ("U.S. EPA") for assistance in obtaining a "comfort letter" addressing area COD-5 of the former General Motors plant (U.S. EPA site identification number OHD 017 958 604) in Dayton. Parcel COD-5 is bordered by Pitt Street to the North, Meigs Street to the East, Monument Street to the South, and Taylor Street to the West. It is our understanding from your letter that the City of Dayton ("the City") has requested this comfort letter in order to meet conditions of a grant that the City has received from the Economic Development Administration. We also understand that the City plans to redevelop parcel COD-5 by constructing an office building.

In order to ensure that environmental issues at the former General Motors ("GM") site are identified and addressed, the City entered into a Voluntary Corrective Action Agreement ("VCAA") with the U.S. EPA on March 17, 2006, for seven parcels of land in Dayton that were once part of the GM plant. The City is currently approaching the provisions of the VCAA in two phases, with the earlier phase addressing lots COD-5, COD-6, and COD-7. It is our understanding that these three parcels are slated to become part of the "Dayton Technology Campus."

Our records show that the City submitted plans and reports described in the VCAA to the U.S. EPA as the investigation of these parcels progressed, including the submittal of (1) a Resource Conservation and Recovery Act ("RCRA") Facility Investigation report in March 2007, (2) an Environmental Indicators report in May 2007, and (3) a Corrective Measures Study in July 2007. In addition, the City conducted a risk assessment to attempt to demonstrate that further cleanup activities in area COD-5 would not be necessary.

The risk assessment, which was prepared by Weston (the City's contractor) and submitted to U.S. EPA in October 2007, quantitatively evaluated the health risk for two populations that could potentially be exposed to contaminants during future redevelopment of COD-5. The first



City of Dayton  
Creative Technology Accelerator Project

EDA Grant Award #06-01-05153

USEPA Letter



population, construction workers, would be performing activities related to completing the new facility on the parcel. The second population, routine commercial/office workers, would occupy the proposed building. Appropriate exposure pathways for soil and groundwater were evaluated for each potentially exposed population, including volatile chemical vapors seeping through the building foundation from contaminated soils and groundwater. Cumulative risk estimates for the commercial/office worker and the construction worker were below<sup>1</sup> conservative risk levels for cancer and non-cancer health effects.

We have now finalized our review of the risk assessment and agree that further corrective measures do not appear to be necessary at COD-5 other than institutional exposure controls including land use restrictions and groundwater use restrictions.

Based on our current information, it does not appear that construction of the proposed building on area COD-5 would interfere with the City's ability to complete any activities necessary to meet the City's obligations under the VCAA. However, the City should take the following precautions as it proceeds with the redevelopment:

- 1) In order to ensure protection of commercial/office workers, the City should include post-construction verification monitoring, as appropriate, for potential organic vapor intrusion.
- 2) In order to ensure protection of construction workers, the City should verify that any excavation deeper than ten feet is addressed by the construction health and safety plan so as to limit exposure to deep soils which were not considered in the risk assessment.

Based on our review of the March 2007 RCRA Facility Investigation Report, the May 2007 Environmental Indicators Report, and the October 2007 Risk Assessment, we do not plan or anticipate requiring corrective measures for area COD-5 beyond the above-mentioned land use controls (i.e., limiting the property to commercial/industrial use), and groundwater use restrictions (i.e., prohibiting the use of groundwater in the upper aquifer). However, the U.S. EPA does reserve the right to require additional corrective measures at COD-5 in the event that new information becomes available or site conditions changes in a way that indicates a release of hazardous constituents which may pose a threat to human health and/or the environment.

Please also be advised that this letter does not constitute a Final Decision for parcel COD-5 as provided in the VCAA. Section V.C.7 of the March 17, 2006, VCAA states that the U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (i.e., the Statement of Basis). The VCAA goes on to state that following the public comment period, U.S. EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments. The public process and Final Decision will be completed at a later date, when proposed corrective measures are available for all the

---

<sup>1</sup> Risks were within the target risk range of 1E-06 to 1E-04 for cancer risk and less than 1.0 hazard index for noncancer health effects (specific values were 7E-05 and 0.3 for commercial/office workers and 5E-06 and 0.3 for construction workers).



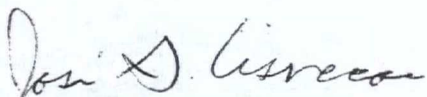
parcels addressed by the VCAA. Until the completion of this process, the RCRA corrective action activities at COD-5 cannot be considered complete.

Based on an October 30, 2007, conference call among you, other representatives of the City, and certain members of my staff, we understand that the City has committed to announcing the U.S. EPA's issuance of this letter to interested members of the community, and to making a copy of this letter available to the public. Please ensure that this announcement is made before significant activities commence at the site.

I hope you find this letter responsive to your request. The U.S. EPA is committed to facilitating the productive and sustainable reuse of formerly contaminated sites, and is pleased to have the opportunity to assist you in your revitalization efforts in Dayton.

If you have any questions, please call Mr. Gary Victorine of my staff at 312-886-1479.

Sincerely,



Jose G. Cisneros, Chief  
Remediation and Reuse Branch

cc: Allen Debus  
Gary Victorine  
Colleen Olsberg  
Mony Chabria, USEPA-ORC  
Harold O'Connell, OEPA-SWDO  
Jean Caufield, GM  
Chris Lipson, City of Dayton  
Norm Essman, City Wide Development Corp.





FEB 13 2007

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF: DW-8J

Patrick Kotter  
ESI Environmental, Inc.  
5232 West 79<sup>th</sup> Street  
Indianapolis, Indiana 46268

RE: Voluntary Corrective Action Agreement  
ESI Environmental, Inc.  
Dayton, Ohio

Dear Mr. Kotter:

Enclosed is a Voluntary Corrective Action Agreement for the two parcels of property located at the corner of Webster and Monument Streets in Dayton, Ohio. These parcels were once part of the former GM Harrison Radiator Plant, Dayton, Ohio. The purpose of the agreement is to investigate and address any potential RCRA corrective action issues on the property. This agreement would become effective once both parties have signed and dated the document.

Please review the enclosed agreement and if it is acceptable, sign and return the document. If you have questions, or would like to further discuss the agreement, please contact Patricia Polston at 312-886-8093 within the next fourteen (14) days. If your attorney has any questions about the agreement, he may contact Mony Chabria, Associate Regional Counsel, at 312-886-6842.

Sincerely,

A handwritten signature in black ink, appearing to read "Hak Cho", written over a horizontal line.

Hak Cho, Chief  
Corrective Action Section

Enclosure

cc: Pam Hull, OEPA  
✓ M. Chabria, ORC  
P. Polston, WPTD



# VOLUNTARY CORRECTIVE ACTION AGREEMENT

BETWEEN

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

AND

ESI ENVIRONMENTAL, INC.

OHD 017 958 604

## I. Purpose

The United States Environmental Protection Agency (U.S. EPA) and ESI Environmental, Inc. (ESI), collectively referred to as the Parties, establish this agreement for ESI to work independently and voluntarily to investigate, and as necessary, stabilize and remediate releases of hazardous wastes or hazardous constituents at or from two parcels of land. The parcels are located on the east and west sides of Webster Street between Pitts and Monument Streets. These are properties that were part of the former GM Harrison Radiator Plant.

The Parties believe that ESI will appropriately, efficiently, and effectively investigate and, as necessary, remediate the parcels on an accelerated basis by following the procedures and guidelines in this Agreement. This Agreement will have fulfilled its purpose and will terminate upon written acknowledgment by U.S. EPA that ESI has completed its corrective action obligations under RCRA at the Facility.

## II. Background

The two parcels are located near the Downtown District of Dayton, Ohio. The properties are owned by ESI located in Indianapolis, Indiana. These parcels were formerly owned by General Motors Corporation and were part of the Former GM RCRA Facility that will ultimately become part of the Dayton Technology Campus. The properties were formerly a waste water treatment plant for the GM facility. ESI was to use the properties as temporary storage with the intentions to operate as a bulk storage terminal. Operations would have included repackaging used oil. ESI no longer intends to use the properties for these purposes. The properties have been vacant since 2001.

## III. Project Manager

The U.S. EPA and ESI will each designate a Project Manager and notify each other in writing of the Project Manager selected within fourteen (14) days of the effective date of this Agreement. To the extent practicable, all communications between ESI and the U.S. EPA, and all documents, reports, approvals and other correspondence concerning the activities pursuant to this Agreement, shall be directed through the Project Managers. The Parties will provide, within fourteen (14) days, written notice whenever there is a change of Project Manager.



#### IV. Definitions

This Agreement incorporates the definitions in RCRA or in regulations promulgated or guidance developed under RCRA, unless otherwise specified.

#### V. Work to be Performed

ESI will work independently, voluntarily and expeditiously to investigate and, as necessary, remediate releases of hazardous waste and constituents at or from the above mentioned parcels that may present an unacceptable risk to human health and the environment.

- A. ESI agrees to perform the actions specified in this section in the manner and by the dates specified herein. All work is to be performed in a streamlined and flexible manner consistent with all applicable legal requirements. ESI will perform corrective action activities, pursuant to this Agreement, in compliance with RCRA and other applicable Federal laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance and relevant portions of the Model Scopes of Work for RCRA Corrective Action and U.S. EPA's Risk Assessment Guidance for Superfund (RAGS) and related policies.

- B. RCRA Facility Investigation (RFI)

ESI will complete activities as necessary to identify and define the nature and extent of releases of hazardous waste and hazardous constituents at and from the parcels. Within 90 days of the effective date of this Agreement, ESI will provide U.S. EPA with an RFI Report which will include, at a minimum, the following information:

1. Copies of the existing reports that contain information regarding the nature and extent of any releases of hazardous waste or hazardous constituents at or from the parcels or which provide information on the current and historic site conditions.
2. A report describing phased investigations performed by ESI to identify the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Site which may pose an unacceptable risk to human health or the environment. The report will also describe the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Site which do not pose an unacceptable risk to human health or the environment, and provide the basis for those conclusions, including an evaluation of the risks. If investigation determines that acceptable risks to human health or the environment are exceeded, ESI will determine the need for interim measures based on a professional evaluation of the data and will notify the U.S. EPA of the planned course of action.



3. Any risk assessments conducted by ESI must estimate appropriate human health and ecological risks for both current and reasonably expected future land usage scenarios. Risk assessments will be conducted in accordance with RAGS or other appropriate U.S. EPA guidance. ESI will use appropriate U.S. EPA Region 5 screening values to determine whether further investigation is required.
4. All sampling and analysis conducted under this RFI will be performed in accordance with a Quality Assurance Project Plan (QAPP) prepared in accordance with the U.S. EPA, Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize and delineate the nature and extent of all releases, and determine the need for and design of any corrective measures for the Facility. The U.S. EPA may audit laboratories selected by ESI or require ESI to purchase and have analyzed any Performance Evaluation (PE) samples selected by U.S. EPA, for compounds of concern. ESI will notify U.S. EPA in writing at least fourteen (14) days before beginning each separate phase of field work performed under this RFI. At the request of the U.S. EPA, ESI will provide or allow the U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by ESI under this RFI.
5. A copy of the current zoning designation that pertains to the parcels and the portion of the zoning ordinance that pertains to the zoning designation. If there is any subsequent change in land usage and/or zoning at the Facility or any portion of the Facility, ESI agrees to submit a copy of the change in zoning designation to U.S. EPA.

C. Corrective Measures Proposal and Implementation of Corrective Measures

1. By November 30, 2007, ESI agrees to submit to U.S. EPA for review a Corrective Measures Proposal (CMP) outlining corrective measures which protect human health and the environment from all current and future unacceptable risks due to past and continuing releases of hazardous waste and hazardous constituents at or from each parcel.

The CMP must demonstrate that the development and implementation of the proposed corrective measures complies with any corrective action objectives set forth in RCRA policy and guidance. The CMP must describe all corrective measures implemented at each parcel since the effective date of this Agreement. The CMP will also include a detailed schedule to construct and implement the final corrective measures at each parcel and to submit a Final Corrective Measures Construction Completion Report. This schedule will provide that as much of the initial construction work as practicable will be completed within one year after U.S. EPA selects the final corrective measures and that all final corrective



measures will be completed within a period of time determined by the Parties to be reasonable to protect human health and the environment.

2. The CMP must include any information regarding interim corrective measures performed prior to the implementation of final corrective measures.
3. The U.S. EPA may request supplemental information from ESI if it determines that the CMP and supporting information do not provide an adequate basis to support the corrective measures proposed in order to meet the requirements to protect human health and the environment. ESI agrees to provide such supplemental information in a timely manner as requested in writing by U.S. EPA.
4. If ongoing monitoring and/or operation and maintenance are required after construction of the final corrective measures, ESI will include a Monitoring and/or Operations and Maintenance ("O&M") Plan in the Final CMP to be submitted for review by U.S. EPA.
5. Any risk assessments conducted by ESI must estimate appropriate human health and ecological risks for both current and reasonably expected future land usage scenarios. Risk assessments will be conducted in accordance with RAGS or other appropriate U.S. EPA guidance. ESI will use appropriate U.S. EPA Region 5 screening values to determine whether further investigation is required.
6. All sampling and analysis conducted under this CMP will be performed in accordance with a Quality Assurance Project Plan (QAPP) prepared in accordance with the U.S. EPA, Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize and delineate the nature and extent of all releases, and determine the need for and design of any corrective measures for the Facility. The U.S. EPA may audit laboratories selected by ESI or require ESI to purchase and have analyzed any Performance Evaluation (PE) samples selected by U.S. EPA, for compounds of concern. ESI will notify U.S. EPA in writing at least fourteen (14) days before beginning each separate phase of field work performed under this CMP. At the request of the U.S. EPA, ESI will provide or allow the U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by ESI under this CMP.
7. The U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (the Statement of Basis). Following the public comment period, U.S. EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments (Final Decision).



8. If ESI agrees with U.S. EPA's Final Decision, ESI will implement the final corrective measures selected in the U.S. EPA's Final Decision according to the schedule therein.
9. If the Final Decision is based upon land use or other restrictions at the property, ESI agrees to file the appropriate environmental or restrictive covenants.

D. Completion Report

ESI agrees to submit a final Completion Report which documents that all work performed was completed in accordance with the approved Final Decision Document. At a minimum, the Completion Report shall include:

1. Documentation of compliance with the cleanup objectives standards in the Final Decision.
2. Verification of the recording of any associated environmental or restrictive covenants.

VI. Site Access

The U.S. EPA and its agents, employees and representatives are authorized to enter and move about the property in accordance with the Facility's general site safety guidance for the purposes of, but not limited to, interviewing ESI's personnel and contractors; inspecting all records, operating logs, files, photographs, documents, contracts, and other writings, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Agreement, and obtaining copies thereof, if requested by the U.S. EPA; conducting such tests, sampling or monitoring as the U.S. EPA or the U.S. EPA Project Manager deem necessary; using a camera, sound recording or other documentary-type equipment; and verifying the reports and data submitted to the U.S. EPA by ESI. ESI will submit to the U.S. EPA all reports, data, chain-of-custody forms, laboratory QA/QC summaries, photographs, field notes, and other information produced pursuant to this Agreement.

VII. Reporting and Public Involvement

- A. ESI agrees to establish a publicly accessible repository for information regarding Facility activities and conduct public outreach and involvement activities, consistent with the U.S. EPA Public Participation Manual, as appropriate for the Facility.
- B. ESI agrees to provide quarterly progress reports to the U.S. EPA Project Manager by the fifteenth (15th) day of the month following each calendar quarter. The report will list the work performed to date, data collected, problems encountered, project schedule and the percent of the project completed and will attach copies of all data collected during the previous quarter.



- C. The Parties will communicate frequently and in good faith to ensure successful completion of the requirements of this Agreement and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.

#### VIII. Record Preservation

- A. ESI will retain, during the pendency of this Agreement, and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement or to waste disposal activities at the Facility. ESI will notify the U.S. EPA in writing ninety (90) days before destroying any such records, and provide the U.S. EPA the opportunity to take possession or obtain copies of any such documents. ESI's notice will refer to the effective date and name of this Agreement and will be addressed to:

Project Manager  
U.S. EPA, Region 5  
Waste, Pesticides and Toxics Division (DW-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604

- B. ESI further agrees that within thirty (30) days after retaining or employing any agent, consultant or contractor (Agents) to carry out the terms of this Agreement, ESI will enter into an agreement with the Agents to provide ESI with copies of all data and final non-privileged documents produced under this Agreement.
- C. ESI agrees that it will not assert any claim of privilege for any data developed to prepare any reports or conduct any investigations or other actions taken under this Agreement.

#### IX. Modification, Termination and Satisfaction

- A. This Agreement may be modified by written mutual agreement of the Parties and the Project Managers may agree in writing to extend any deadline in this Agreement.
- B. Either Party may unilaterally discontinue this Agreement upon written notice to the other Party regardless of any other provision in this Agreement and without further obligation under this Agreement.
- C. After completion of the corrective measures documented in the Final Decision, ESI may submit a written request to U.S. EPA if ESI wishes to terminate corrective action for the parcels or a portion of the parcels. ESI must demonstrate that there have been no releases of hazardous waste or constituents above acceptable screening levels at or from the parcels or portion of the parcels, or that the parcels or portion of the parcels have been remediated to applicable cleanup



standards, and, therefore, pose no threat to human health and the environment. The U.S. EPA will determine whether corrective action may be terminated for the parcels or any portion of the parcels in its Final Decision, subject to public comment. The Final Decision shall set forth the appropriate screening levels and cleanup standards and U.S. EPA's determination whether such screening levels and/or cleanup standards have been achieved.

- D. The provisions of this Agreement will be satisfied when ESI has achieved the corrective action cleanup standards and this Agreement will terminate upon the ESI's and U.S. EPA's prompt execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights" (Acknowledgment). ESI's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, maintain any land or resource use restrictions, perform any O&M and long-term monitoring activities, establish and maintain any financial assurance and permanent markers or other long-term measures required in the Final Decision, and recognize the Parties' reservation of rights as required in Section X.
- E. A determination to terminate corrective action, after ESI's completion of the corrective measures documented in the Final Decision and the Parties' observation of the procedures set forth in Paragraphs IX.C., and IX.D. above, shall not preclude the U.S. EPA from requiring further corrective action at a later date if new information or subsequent analysis indicates that a release or threat of a release of hazardous waste or constituent at or from the facility exists which may pose a threat to human health and the environment, or if there is a change in the use of any portion of the Facility such that the cleanup criteria upon which the corrective action under this Agreement is based are no longer applicable.
- F. If after implementation of the corrective measures documented in the Final Decision, U.S. EPA or OEPA and ESI enter into a legally enforceable agreement to implement and maintain institutional and engineered controls and O&M of the final corrective measures, U.S. EPA will terminate this Voluntary Corrective Action Agreement with ESI.
- G. Nothing in this Agreement constitutes a commitment or requirement that U.S. EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other applicable provision of law.
- H. As soon as ESI becomes aware of the potential for delay with respect to any activity that is governed by a deadline established in this Agreement, it shall submit to the U.S. EPA written documentation stating the reasons for the delay and the efforts made to avoid the delay, as well as the proposed time to complete the work. U.S. EPA shall review the documentation and will promptly approve a new schedule if good cause is shown.



X. Reservation of Rights

- A. The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third party. Nothing in this Agreement relieves ESI from complying with applicable Federal, State and local laws. Both Parties agree that they may not use this Agreement or the existence of this Agreement in any administrative or judicial proceeding involving a dispute among the Parties.
- B. This Agreement does not limit or affect the rights of the Parties against any third party, nor does it limit the rights of the third parties.
- C. ESI is solely responsible for the proper performance of work contemplated by this Agreement. The U.S. EPA's approval of any documents or work does not constitute final agency action nor is it a warranty or representation that the required cleanup performance standards will be met or that ESI has obtained the required permits and approvals.

XI. Effective Date

This Agreement is effective on the date the last Party signs.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ESI Environmental, Inc.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Margaret M. Guerriero, Director  
Waste, Pesticides and Toxics Division  
United States Environmental  
Protection Agency, Region 5





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

MAR 17 2006

REPLY TO THE ATTENTION OF:  
DW-8J

Norm Essman, Director  
Office of Economic Development  
City of Dayton  
101 West Third Street, Room 430  
Dayton, Ohio 45402

RE: Voluntary Corrective Action  
City of Dayton  
OHD 017 958 604

Dear Mr: Essman

Enclosed is a copy of the signed Voluntary Corrective Action Agreement between the City of Dayton and the United States Environmental Protection Agency (U.S. EPA) for the seven parcels of land that were once part of the former GM Harrison Radiator Plant, Dayton, Ohio.

Pursuant to Section III of the Voluntary Corrective Action Agreement, Patricia J. Polston will be the designated Project Manager for the U.S. EPA. Ms. Polston will be responsible for overseeing the implementation of this agreement. Ms. Polston can be reached at the following address:

Patricia J. Polston  
Project Manager  
U.S. EPA – Region 5  
77 W. Jackson Boulevard, Mail Code DW-8J  
Chicago, IL 60604

If you have any questions concerning this matter, please contact Ms. Polston of my staff at (312) 886-8093 or [polston.patricia@epa.gov](mailto:polston.patricia@epa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Hak Cho".

Hak Cho, Corrective Action Section Chief  
Waste, Pesticides and Toxics Division

Enclosure: Voluntary Corrective Action Agreement

cc: A. Kacenjar, Esq., Squire, Sanders & Dempsey  
Harold O'Connell, SWDO/OEPA  
Monesh Chabria, ORC



VOLUNTARY CORRECTIVE ACTION AGREEMENT  
BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

CITY OF DAYTON  
OHD 017 958 604

I. Purpose

The United States Environmental Protection Agency (U.S. EPA) and the City of Dayton (the City), collectively referred to as the Parties, establish this agreement for the City to work independently and voluntarily to investigate, and as necessary, stabilize and remediate releases of hazardous wastes or hazardous constituents at or from seven parcels of land, as depicted in the Map attached hereto as Attachment A. Three of the parcels are located on Keowee Street between Monument Street and the Mad River and are known as Ottawa Yards (labeled as COD 1, COD-2 and COD3 on Attachment A). Three of the parcels are bordered by Pitts Street to the north, Taylor Street to the west, Monument Street to the south, and Keowee Street to the east and are labeled as COD-5, COD-6, and COD-7 on Attachment A. The final parcel is adjacent to the Mad River near the intersection of Webster Street and Foundry Street and, is known as the Idlewild Pump Station (labeled as COD-4 on Attachment A). These are properties that were part of the former GM Harrison Radiator Plant.

The City has been awarded a Brownfields Assessment Grant that will include Geophysical Studies, Phase 1 and 2 Environmental Assessments, Phase 3 Remediation Plans, Property Specific Risk Assessments, an Ecological Risk Assessment of the Mad River and Community Outreach. The Parties believe that the City will appropriately, efficiently, and effectively investigate and, as necessary, remediate the parcels on an accelerated basis by following the procedures and guidelines in this Agreement.

As described herein in Section IX. B, either party may unilaterally discontinue this Agreement by providing written notice to the other Party.

II. Background

The seven parcels are located in the Downtown District of Dayton, Ohio. Parcels COD-5, COD-6, and COD-7 will become part of the Dayton Technology Campus. The city intends to place the other parcels into productive use through the process described in this Agreement.

The City has been awarded a Brownfields Assessment Grant which will include Geophysical Studies, Phase 1 and 2 Environmental Assessments, Phase 3 Remediation Plans, Property Specific Risk Assessments, an Ecological Risk Assessment of the Mad River and Community Outreach. The studies will be performed on Parcels COD-5, COD- 6, and COD-7.

Parcels COD-5 (1.3 acres); COD-6 (1.5 acres); and COD-7 (1 acre) have served as parking lots since 1950. Prior to their use as parking lots, the properties were used as a millwright shop, carpet cleaning shop, machine shop and coal pile storage; wood/table storage and manufacturing and junk yard; and cooper shop and gas station. Currently, the parcels continue to be used for



parking. A portion of COD-6 serves as parking for the Entrepreneurs Center and all lots are used for parking for Dayton Dragons Baseball games.

The three Ottawa Yards parcels have served as parking lots and for Water Department operations. Prior to their use as parking lots, the area was used as machine and blacksmith shops, iron and wheel foundries, the Miami Canal and the original waterworks and pump station. Currently, the south parcel continues to be used for parking and the remaining properties continue to be used for Water Department operations and administrative offices.

The Idlewild Pump Station parcel has served as a parking lot since 1950. Prior to its use as a GM parking lot, the property was primarily undeveloped except for a small building used for storage by the Board of Education. Currently, the parcel continues to be used for parking and a storm water pump station exists at the western portion of the parcel.

### III. Project Manager

U.S. EPA and the City will each designate a Project Manager and notify each other in writing of the Project Manager selected within fourteen (14) days of the effective date of this Agreement. To the extent practicable, all communications between the City and the U.S. EPA, and all documents, reports, approvals and other correspondence concerning the activities pursuant to this Agreement, shall be directed through the Project Managers. The Parties will provide, within fourteen (14) days, written notice whenever there is a change of Project Manager.

### IV. Definitions

This Agreement incorporates the definitions in RCRA or in regulations promulgated or guidance developed under RCRA, unless otherwise specified.

### V. Work to be Performed

The City will work independently, voluntarily and expeditiously to investigate and, as necessary, remediate releases of hazardous waste and constituents at or from the above mentioned parcels that may present an unacceptable risk to human health and the environment.

- A. The City agrees to perform the actions specified in this section in the manner and by the dates specified herein. All work is to be performed in a streamlined and flexible manner consistent with all applicable legal requirements. The City will perform corrective action activities, pursuant to this Agreement, in compliance with RCRA and other applicable Federal laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance, and relevant portions of the Model Scopes of Work for RCRA Corrective Action and of U.S. EPA's Risk Assessment Guidance for Superfund (RAGS) and related policies.



B. RCRA Facility Investigation (RFI)

By November 30, 2006, the City agrees to prepare an RFI Report which will identify and define the nature and extent of releases of hazardous waste and hazardous constituents at and from the parcels. At a minimum, the RFI Report will include the following information:

1. Copies of the existing reports that contain information regarding the nature and extent of any releases of hazardous waste or hazardous constituents at or from the parcels or which provide information on the current and historic site conditions.
2. A copy of the current zoning designation that pertains to the parcels and the portion of the zoning ordinance that pertains to the zoning designation. If there is any subsequent change in land usage and/or zoning at the Facility or any portion of the Facility, the City agrees to submit a copy of the change in zoning designation to U.S. EPA.
3. Copies of all documents prepared for and submitted under the Brownfields Assessment Grant activities.

C. Corrective Measures Proposal and Implementation of Corrective Measures.

1. By the later of (1) February 28, 2007 or (2) 45 days after GM's submission of its Corrective Measures Proposal to U.S. EPA, the City agrees to submit to U.S. EPA for review a Corrective Measures Proposal (CMP) outlining corrective measures which protect human health and the environment from all current and future unacceptable risks due to past and continuing releases of hazardous waste and hazardous constituents at or from each parcel that relate to GM's historic activities thereon.

The CMP may also state any conclusions of the City that certain of the parcels do not require corrective measures. In preparing its CMP, the City may use assessments, analysis, or data prepared by General Motors Company in its evaluation of corrective measures for the former GM Harrison Radiator Plant.

The CMP must demonstrate that the development and implementation of the proposed corrective measures complies with any corrective action objectives set forth in RCRA policy and guidance. The CMP must describe all corrective measures implemented at each parcel since the effective date of this Agreement. The CMP will also include a detailed schedule to construct and implement the final corrective measures at each parcel and to submit a Final Corrective Measures Construction Completion Report. This schedule will provide that as much of the initial construction work as practicable will be completed within one year after U.S. EPA selects the final corrective measures and that all final corrective



measures will be completed within a period of time determined by the Parties to be reasonable to protect human health and the environment.

2. The CMP must include any information regarding interim corrective measures performed prior to the implementation of final corrective measures.
3. The U.S. EPA may request supplemental information from the City if it determines that the CMP and supporting information do not provide an adequate basis to support the corrective measures proposed, to meet the requirements to protect human health and the environment. The City agrees to provide such supplemental information in a timely manner as requested in writing by U.S. EPA.
4. If ongoing monitoring and/or operation and maintenance are required after construction of the final corrective measures, the City will include a Monitoring and/or Operations and Maintenance ("O&M") Plan in the Final CMP to be submitted for review by U.S. EPA.
5. Any risk assessments conducted by the City must estimate appropriate human health and ecological risks for both current and reasonably expected future land usage scenarios. Risk assessments will be conducted in accordance with RAGS or other appropriate U.S. EPA guidance. The City will use appropriate U.S. EPA Region 5 screening values to determine whether further investigation is required.
6. All sampling and analysis conducted under this Agreement will be performed in accordance with a Quality Assurance Project Plan (QAPP) prepared in accordance with the U.S. EPA, Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize and delineate the nature and extent of all releases, and determine the need for and design of any corrective measures for the Facility. The U.S. EPA may audit laboratories selected by the City or require the City to purchase and have analyzed any Performance Evaluation (PE) samples selected by U.S. EPA, for compounds of concern. The City will notify U.S. EPA in writing at least fourteen (14) days before beginning each separate phase of field work performed under this Agreement. At the request of the U.S. EPA, the City will provide or allow the U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by the City under this Agreement.
7. The U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (the Statement of Basis). Following the public comment period, U.S. EPA will select the final



corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments (Final Decision).

8. If the City agrees with U.S. EPA's Final Decision, the City will implement the final corrective measures selected in the U.S. EPA's Final Decision according to the schedule therein.
9. If the Final Decision is based upon land use or other restrictions at the property, the City agrees to file the appropriate restrictive covenants with the Montgomery County Auditor.

D. Completion Report

The City agrees to submit a final Completion Report which documents that all work performed was completed in accordance with the approved Final Decision Document. The Completion Report shall include:

1. Documentation of compliance with the cleanup objectives standards in the Final CMP Decision.
2. Verification of the recording of any associated restrictive covenant with the Montgomery County Auditor.

VI. Site Access

The U.S. EPA and its agents, employees and representatives are authorized to enter and move about the property in accordance with the Facility's general site safety guidance for the purposes of, but not limited to, interviewing the City's personnel and contractors; inspection of all records, operating logs, files, photographs, documents, contracts, and other writings, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Agreement, and provide copies thereof, if requested by the U.S. EPA; conducting such tests, sampling or monitoring as the U.S. EPA or the U.S. EPA Project Manager deem necessary; using a camera, sound recording or other documentary-type equipment; and verifying the reports and data submitted to the U.S. EPA by the City. The City will submit to the U.S. EPA all reports, data, chain-of-custody forms, laboratory QA/QC summaries, photographs, field notes, and other information produced pursuant to this Agreement.

VII. Reporting and Public Involvement

- A. The City agrees to establish a publicly accessible repository for information regarding Facility activities and conduct public outreach and involvement activities, consistent with the U.S. EPA Public Participation Manual, as appropriate for the Facility.
- B. The City agrees to provide quarterly progress reports to the U.S. EPA Project Manager by the fifteenth (15) day of the month following each calendar quarter. The report will list the work performed to date, data collected, problems



encountered, project schedule and the percent of the project completed and will attach copies of all data collected during the previous quarter.

- C. The Parties will communicate frequently and in good faith to ensure successful completion of the requirements of this Agreement and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.

#### VIII. Record Preservation

- A. The city will retain, during the pendency of this Agreement, and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement or to waste disposal activities at the Facility. The City will notify the U.S. EPA in writing ninety (90) days before destroying any such records, and provide the U.S. EPA the opportunity to take possession or obtain copies of any such documents. The City's notice will refer to the effective date and name of this Agreement and will be addressed to:

Project Manager  
U.S. EPA, Region 5  
Waste, Pesticides and Toxics Division (DW-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604

- B. The City further agrees that within thirty (30) days after retaining or employing any agent, consultant or contractor (Agents) to carry out the terms of this Agreement, the City will enter into an agreement with the Agents to provide the City a copy of all data and final non-privileged documents produced under this Agreement.
- C. The City agrees that it will not assert any claim of privilege for any data developed to prepare any reports or conduct any investigations or other actions taken under this Agreement.

#### IX. Modification, Termination and Satisfaction

- A. This Agreement may be modified by written mutual agreement of the Parties and the Project Mangers may agree in writing to extend any deadline in this Agreement.
- B. Either Party may unilaterally discontinue this Agreement upon written notice to the other Party regardless of any other provision in this Agreement and without further obligation under this Agreement.
- C. After completion of the corrective measures documented in the Final Decision, the City may submit a written request to U.S. EPA if the City wishes to terminate corrective action for the parcels or a portion of the parcels. The City must



demonstrate that there have been no releases of hazardous waste or constituents above acceptable screening levels at or from the parcels or portion of the parcels, or that the parcels or portion of the parcels have been remediated to applicable cleanup standards, and, therefore, poses no threat to human health and the environment. U.S. EPA will determine whether corrective action may be terminated for the parcels or any portion of the parcels in its Final Decision, subject to public comment. The Final Decision shall set forth the appropriate screening levels and cleanup standards and U.S. EPA's determination whether such screening levels and/or cleanup standards have been achieved.

- D. The provisions of this Agreement will be satisfied when the City has achieved the corrective action cleanup standards and this Agreement will terminate upon the City's and U.S. EPA's prompt execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights" (Acknowledgment). The City's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, maintain any land or resource use restrictions, perform O&M and long-term monitoring activities, establish and maintain financial assurance and permanent markers or other long-term measures, and recognize the Parties' reservation of rights as required in Section X.
- E. A determination to terminate corrective action, after the City's completion of the corrective measures documented in the Final Decision and the Parties' observation of the procedures set forth in Paragraphs IX.C., and IX.D. above, shall not preclude the U.S. EPA from requiring further corrective action at a later date if new information or subsequent analysis indicates that a release or threat of a release of hazardous waste or constituent at or from the facility exists which may pose a threat to human health and the environment, or if there is a change in the use of any portion of the Facility such that the cleanup criteria upon which the corrective action under this Agreement is based are no longer applicable.
- F. If after implementation of the corrective measures documented in the Final Decision, U.S. EPA or OEPA and the city enter into a legally enforceable agreement to implement and maintain institutional and engineered controls and O&M of the final corrective measures, U.S. EPA will terminate this Voluntary Corrective Action Agreement with the City.
- G. Nothing in this Agreement constitutes a commitment or requirement that U.S. EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other applicable provision of law.
- H. As soon as the City becomes aware of the potential for delay with respect to any activity that is governed by a deadline established in this Agreement, it shall submit to the U.S. EPA written documentation stating the reasons for the delay and the efforts made to avoid the delay, as well as the proposed time to complete the work. U.S. EPA shall review the documentation and will promptly approve a new schedule if good cause is shown.



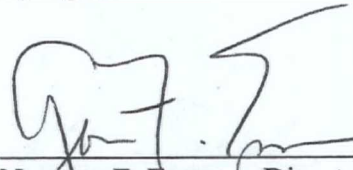
X. Reservation of Rights

- A. The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third party. Nothing in this Agreement relieves the City from complying with applicable Federal, State and local laws. Both Parties agree that they may not use this Agreement or the existence of this Agreement in any administrative or judicial proceeding involving a dispute among the Parties.
- B. This Agreement does not limit or affect the rights of the Parties against any third party, nor does it limit the rights of the third parties.
- C. The City is solely responsible for the proper performance of work contemplated by this Agreement. U.S. EPA's approval of any documents or work does not constitute final agency action nor is it a warranty or representation that the required cleanup performance standards will be met or that the City has obtained the required permits and approvals.

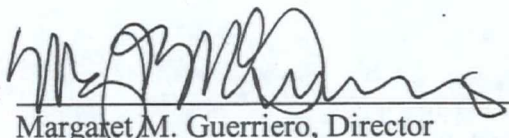
XI. Effective Date

This Agreement is effective on the date the last Party signs.

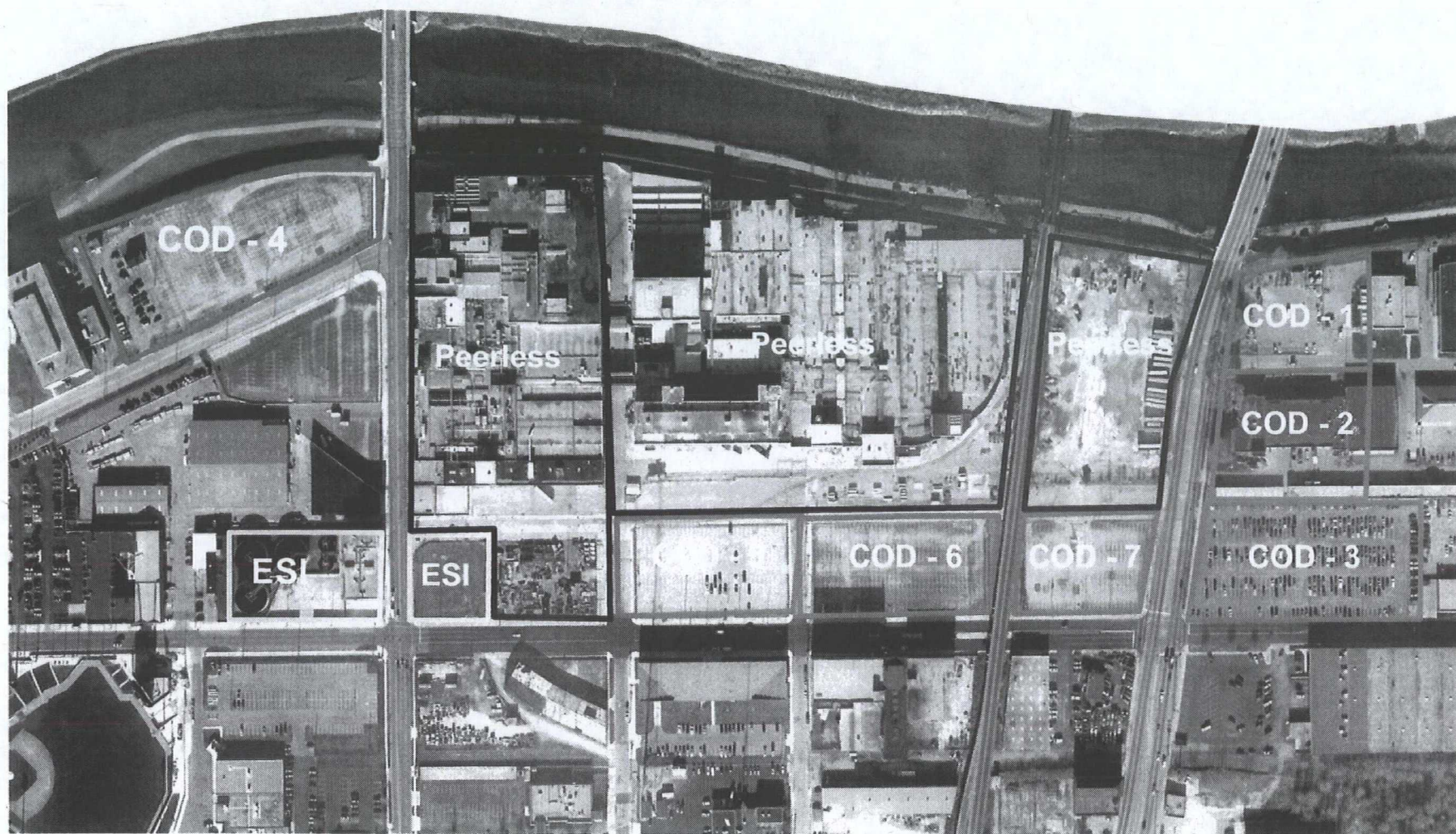
DATE: February 14, 2006

BY:   
Norman F. Essman, Director  
Office of Economic Development  
City of Dayton

DATE: March 17, 2006

BY:   
Margaret M. Guerriero, Director  
Waste, Pesticides and Toxics Division  
United States Environmental  
Protection Agency, Region 5





# Former GM Facility – 2005 Ownership

COD 12-05



# ROUTING AND TRANSMITTAL SLIP

Date

3/7/06

TO: (Name, office symbol, room number, building, Agency/Post)

Initials

Date

1. ~~Mark Cho~~ ~~3/8/06~~
2. ~~Gerry Phillips~~ ~~3/13/06~~
3. ~~Jose Cisneros~~ ~~3/13/06~~
4. Margaret Grenier
- 5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

## REMARKS

Here's the City of Dayton's  
VCA signed by the City.

Please return to  
THSH Polston for mailing

Thanks

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

THSH POLSTON

Phone No.

6-8093

5041-102

☆ U.S. G.P.O.: 1994 300-891/80020

OPTIONAL FORM 41 (Rev. 7-76)  
Prescribed by GSA  
FPMR (41 CFR) 101-11.206



# OFFICE OF REGIONAL COUNSEL CONCURRENCE SHEET

SUBJECT: City of Dayton RCRA Voluntary Corrective Action Agreement

CONTROL NO. (if applicable): \_\_\_\_\_

Originator and first level supervisor are responsible for assuring that documents are in plain language. All other reviewers should consider plain language in their reviews. See plain language checklist on reverse side of this sheet.

Originator	( Chabria )	<u>MC</u>	Date <u>1/24/06</u>
Section Chief	( Puchalski )	<u>CP</u>	Date <u>2/1/06 with correction</u>
Branch Chief	( Nelson )		Date _____
Deputy RC	( )		Date _____
Regional Counsel	( Frey (Acting) )		Date _____

COMMENTS: \_\_\_\_\_

(PLEASE INDICATE NAME OF APPROPRIATE DIVISION(S) WHERE CONCURRENT SIGNOFF IS NECESSARY)

NAME OF DIVISION WPTD

*dm 3/16/06*

Assigned Staff Person	( Polston )	<u>AS</u>	Date <u>2/2/06</u>
Section Chief	( H. Cho )	<u>HC</u>	Date <u>2/2/06</u>
Branch Chief	( G. Phillips )	<u>GP</u>	Date <u>2/6/06</u>
Division Director	( J. Cisneros )	<u>JC</u>	Date <u>2/6/06</u>
Other	( M. Guerriero )	<u>MG</u>	Date <u>3/7/06</u>
Other	( )		Date _____

## OFFICE OF THE REGIONAL ADMINISTRATOR

Other	( )	Date _____
Other	( )	Date _____
Deputy Regional Administrator	( )	Date _____
Regional Administrator	( )	Date _____

COMMENTS: \_\_\_\_\_



**CITY OF DAYTON, OHIO**

OFFICE OF ECONOMIC DEVELOPMENT  
DIVISION OF DEVELOPMENT SERVICES  
DIVISION OF REAL ESTATE & REDEVELOPMENT



CITY HALL • 101 WEST THIRD STREET  
P.O. BOX 22 • DAYTON, OHIO 45401  
937 333-3634 • FAX 937 333-4266  
[www.cityofdayton.org](http://www.cityofdayton.org)

*Trust*

March 31, 2006

Hak Cho, Corrective Action Section Chief  
U.S. Environmental Protection Agency  
77 W. Jackson Street  
Mail Code: DW-8J  
Chicago, IL 60604-3590

Re: OHD 017 958 604 – Voluntary Corrective Action Agreement U.S. EPA & City of Dayton

Dear Mr. Cho:

Pursuant to Section III of the Voluntary Corrective Action Agreement between the City of Dayton and the United States Environmental Protection Agency dated March 17, 2006, Gwen Eberly will be the designated Project Manager for the City of Dayton. Ms. Eberly will oversee implementation of the agreement. Ms. Eberly can be contacted at:

Gwen Eberly  
Office of Economic Development  
City of Dayton  
101 West Third Street  
Dayton, OH 45402

937-333-3805  
[gwen.eberly@cityofdayton.org](mailto:gwen.eberly@cityofdayton.org)

Thank you for your assistance on this matter.

Sincerely,

Norman F. Essman, Director

c: Ms. Eberly  
Ms. Polston





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

**VIA FAX 216-479-8780 AND FIRST CLASS MAIL**

REPLY TO THE ATTENTION OF

**FEB 07 2006**

Allen A. Kacenjar  
Squire, Sanders & Dempsey  
4900 Key Tower, 127 Public Square  
Cleveland, Ohio 44114

Re: City of Dayton Owned Properties at the Former GM Harrison Dayton Site  
Voluntary Corrective Action Agreement

Dear Mr. Kacenjar:

As we have discussed, enclosed you will find a Voluntary Corrective Action Agreement for the City of Dayton. Aside from minor grammatical edits, the agreement is unchanged from that which we agreed in principal. Please have your client execute the document and return it to me at the following address:

Mony Chabria  
Associate Regional Counsel  
U.S. EPA - Region 5  
77 W. Jackson Boulevard, Mail Code C-14J  
Chicago, IL 60604-3590

Please feel free to contact me at 312-886-6842 if you would like to discuss the document further.

Sincerely,

A handwritten signature in cursive script that reads "Mony Chabria".

Mony Chabria  
Associate Regional Counsel

cc: Patricia Polston





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

VIA FAX 216-479-8780 AND FIRST CLASS MAIL

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Chicago, IL 60604-3590

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Sincerely,

Mony Chabria  
Associate Regional Counsel

cc: Patricia Polston

MC 1/24/06

CN 2/1/06

M. 2/6/06

AS 2/2/06



VOLUNTARY CORRECTIVE ACTION AGREEMENT  
BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

CITY OF DAYTON  
OHD 017 958 604

I. Purpose

The United States Environmental Protection Agency (U.S. EPA) and the City of Dayton (the City), collectively referred to as the Parties, establish this agreement for the City to work independently and voluntarily to investigate, and as necessary, stabilize and remediate releases of hazardous wastes or hazardous constituents at or from seven parcels of land, as depicted in the Map attached hereto as Attachment A. Three of the parcels are located on Keowee Street between Monument Street and the Mad River and are known as Ottawa Yards (labeled as COD 1, COD-2 and COD3 on Attachment A). Three of the parcels are bordered by Pitts Street to the north, Taylor Street to the west, Monument Street to the south, and Keowee Street to the east and are labeled as COD-5, COD-6, and COD-7 on Attachment A. The final parcel is adjacent to the Mad River near the intersection of Webster Street and Foundry Street and, is known as the Idlewild Pump Station (labeled as COD-4 on Attachment A). These are properties that were part of the former GM Harrison Radiator Plant.

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As described herein in Section IX. B, either party may unilaterally discontinue this Agreement by providing written notice to the other Party.

II. Background

The seven parcels are located in the Downtown District of Dayton, Ohio. Parcels COD-5, COD-6, and COD-7 will become part of the Dayton Technology Campus. The city intends to place the other parcels into productive use through the process described in this Agreement.

The City has been awarded a Brownfields Assessment Grant which will include Geophysical Studies, Phase 1 and 2 Environmental Assessments, Phase 3 Remediation Plans, Property Specific Risk Assessments, an Ecological Risk Assessment of the Mad River and Community Outreach. The studies will be performed on Parcels COD-5, COD- 6, and COD-7.

Parcels COD-5 (1.3 acres); COD-6 (1.5 acres); and COD-7 (1 acre) have served as parking lots since 1950. Prior to their use as parking lots, the properties were used as a millwright shop, carpet cleaning shop, machine shop and coal pile storage; wood/table storage and manufacturing and junk yard; and cooper shop and gas station. Currently, the parcels continue to be used for



parking. A portion of COD-6 serves as parking for the Entrepreneurs Center and all lots are used for parking for Dayton Dragons Baseball games.

The three Ottawa Yards parcels have served as parking lots and for Water Department operations. Prior to their use as parking lots, the area was used as machine and blacksmith shops, iron and wheel foundries, the Miami Canal and the original waterworks and pump station. Currently, the south parcel continues to be used for parking and the remaining properties continue to be used for Water Department operations and administrative offices.

The Idlewild Pump Station parcel has served as a parking lot since 1950. Prior to its use as a GM parking lot, the property was primarily undeveloped except for a small building used for storage by the Board of Education. Currently, the parcel continues to be used for parking and a storm water pump station exists at the western portion of the parcel.

### III. Project Manager

U.S. EPA and the City will each designate a Project Manager and notify each other in writing of the Project Manager selected within fourteen (14) days of the effective date of this Agreement. To the extent practicable, all communications between the City and the U.S. EPA, and all documents, reports, approvals and other correspondence concerning the activities pursuant to this Agreement, shall be directed through the Project Managers. The Parties will provide, within fourteen (14) days, written notice whenever there is a change of Project Manager.

### IV. Definitions

This Agreement incorporates the definitions in RCRA or in regulations promulgated or guidance developed under RCRA, unless otherwise specified.

### V. Work to be Performed

The City will work independently, voluntarily and expeditiously to investigate and, as necessary, remediate releases of hazardous waste and constituents at or from the above mentioned parcels that may present an unacceptable risk to human health and the environment.

- A. The City agrees to perform the actions specified in this section in the manner and by the dates specified herein. All work is to be performed in a streamlined and flexible manner consistent with all applicable legal requirements. The City will perform corrective action activities, pursuant to this Agreement, in compliance with RCRA and other applicable Federal laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance, and relevant portions of the Model Scopes of Work for RCRA Corrective Action and of U.S. EPA's Risk Assessment Guidance for Superfund (RAGS) and related policies.



B. RCRA Facility Investigation (RFI)

By November 30, 2006, the City agrees to prepare an RFI Report which will identify and define the nature and extent of releases of hazardous waste and hazardous constituents at and from the parcels. At a minimum, the RFI Report will include the following information:

1. Copies of the existing reports that contain information regarding the nature and extent of any releases of hazardous waste or hazardous constituents at or from the parcels or which provide information on the current and historic site conditions.
2. A copy of the current zoning designation that pertains to the parcels and the portion of the zoning ordinance that pertains to the zoning designation. If there is any subsequent change in land usage and/or zoning at the Facility or any portion of the Facility, the City agrees to submit a copy of the change in zoning designation to U.S. EPA.
3. Copies of all documents prepared for and submitted under the Brownfields Assessment Grant activities.

C. Corrective Measures Proposal and Implementation of Corrective Measures.

1. By the later of (1) February 28, 2007 or (2) 45 days after GM's submission of its Corrective Measures Proposal to U.S. EPA, the City agrees to submit to U.S. EPA for review a Corrective Measures Proposal (CMP) outlining corrective measures which protect human health and the environment from all current and future unacceptable risks due to past and continuing releases of hazardous waste and hazardous constituents at or from each parcel that relate to GM's historic activities thereon.

The CMP may also state any conclusions of the City that certain of the parcels do not require corrective measures. In preparing its CMP, the City may use assessments, analysis, or data prepared by General Motors Company in its evaluation of corrective measures for the former GM Harrison Radiator Plant.

The CMP must demonstrate that the development and implementation of the proposed corrective measures complies with any corrective action objectives set forth in RCRA policy and guidance. The CMP must describe all corrective measures implemented at each parcel since the effective date of this Agreement. The CMP will also include a detailed schedule to construct and implement the final corrective measures at each parcel and to submit a Final Corrective Measures Construction Completion Report. This schedule will provide that as much of the initial construction work as practicable will be completed within one year after U.S. EPA selects the final corrective measures and that all final corrective



measures will be completed within a period of time determined by the Parties to be reasonable to protect human health and the environment.

2. The CMP must include any information regarding interim corrective measures performed prior to the implementation of final corrective measures.
3. The U.S. EPA may request supplemental information from the City if it determines that the CMP and supporting information do not provide an adequate basis to support the corrective measures proposed, to meet the requirements to protect human health and the environment. The City agrees to provide such supplemental information in a timely manner as requested in writing by U.S. EPA.
4. If ongoing monitoring and/or operation and maintenance are required after construction of the final corrective measures, the City will include a Monitoring and/or Operations and Maintenance ("O&M") Plan in the Final CMP to be submitted for review by U.S. EPA.
5. Any risk assessments conducted by the City must estimate appropriate human health and ecological risks for both current and reasonably expected future land usage scenarios. Risk assessments will be conducted in accordance with RAGS or other appropriate U.S. EPA guidance. The City will use appropriate U.S. EPA Region 5 screening values to determine whether further investigation is required.
6. All sampling and analysis conducted under this Agreement will be performed in accordance with a Quality Assurance Project Plan (QAPP) prepared in accordance with the U.S. EPA, Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize and delineate the nature and extent of all releases, and determine the need for and design of any corrective measures for the Facility. The U.S. EPA may audit laboratories selected by the City or require the City to purchase and have analyzed any Performance Evaluation (PE) samples selected by U.S. EPA, for compounds of concern. The City will notify U.S. EPA in writing at least fourteen (14) days before beginning each separate phase of field work performed under this Agreement. At the request of the U.S. EPA, the City will provide or allow the U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by the City under this Agreement.
7. The U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (the Statement of Basis). Following the public comment period, U.S. EPA will select the final



corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments (Final Decision).

8. If the City agrees with U.S. EPA's Final Decision, the City will implement the final corrective measures selected in the U.S. EPA's Final Decision according to the schedule therein.
9. If the Final Decision is based upon land use or other restrictions at the property, the City agrees to file the appropriate restrictive covenants with the Montgomery County Auditor.

D. Completion Report

The City agrees to submit a final Completion Report which documents that all work performed was completed in accordance with the approved Final Decision Document. The Completion Report shall include:

1. Documentation of compliance with the cleanup objectives standards in the Final CMP Decision.
2. Verification of the recording of any associated restrictive covenant with the Montgomery County Auditor.

VI. Site Access

The U.S. EPA and its agents, employees and representatives are authorized to enter and move about the property in accordance with the Facility's general site safety guidance for the purposes of, but not limited to, interviewing the City's personnel and contractors; inspection of all records, operating logs, files, photographs, documents, contracts, and other writings, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Agreement, and provide copies thereof, if requested by the U.S. EPA; conducting such tests, sampling or monitoring as the U.S. EPA or the U.S. EPA Project Manager deem necessary; using a camera, sound recording or other documentary-type equipment; and verifying the reports and data submitted to the U.S. EPA by the City. The City will submit to the U.S. EPA all reports, data, chain-of-custody forms, laboratory QA/QC summaries, photographs, field notes, and other information produced pursuant to this Agreement.

VII. Reporting and Public Involvement

- A. The City agrees to establish a publicly accessible repository for information regarding Facility activities and conduct public outreach and involvement activities, consistent with the U.S. EPA Public Participation Manual, as appropriate for the Facility.
- B. The City agrees to provide quarterly progress reports to the U.S. EPA Project Manager by the fifteenth (15) day of the month following each calendar quarter. The report will list the work performed to date, data collected, problems



encountered, project schedule and the percent of the project completed and will attach copies of all data collected during the previous quarter.

- C. The Parties will communicate frequently and in good faith to ensure successful completion of the requirements of this Agreement and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.

#### VIII. Record Preservation

- A. The city will retain, during the pendency of this Agreement, and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement or to waste disposal activities at the Facility. The City will notify the U.S. EPA in writing ninety (90) days before destroying any such records, and provide the U.S. EPA the opportunity to take possession or obtain copies of any such documents. The City's notice will refer to the effective date and name of this Agreement and will be addressed to:

Project Manager  
U.S. EPA, Region 5  
Waste, Pesticides and Toxics Division (DW-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604

- B. The City further agrees that within thirty (30) days after retaining or employing any agent, consultant or contractor (Agents) to carry out the terms of this Agreement, the City will enter into an agreement with the Agents to provide the City a copy of all data and final non-privileged documents produced under this Agreement.
- C. The City agrees that it will not assert any claim of privilege for any data developed to prepare any reports or conduct any investigations or other actions taken under this Agreement.

#### IX. Modification, Termination and Satisfaction

- A. This Agreement may be modified by written mutual agreement of the Parties and the Project Managers may agree in writing to extend any deadline in this Agreement.
- B. Either Party may unilaterally discontinue this Agreement upon written notice to the other Party regardless of any other provision in this Agreement and without further obligation under this Agreement.
- C. After completion of the corrective measures documented in the Final Decision, the City may submit a written request to U.S. EPA if the City wishes to terminate corrective action for the parcels or a portion of the parcels. The City must



demonstrate that there have been no releases of hazardous waste or constituents above acceptable screening levels at or from the parcels or portion of the parcels, or that the parcels or portion of the parcels have been remediated to applicable cleanup standards, and, therefore, poses no threat to human health and the environment. U.S. EPA will determine whether corrective action may be terminated for the parcels or any portion of the parcels in its Final Decision, subject to public comment. The Final Decision shall set forth the appropriate screening levels and cleanup standards and U.S. EPA's determination whether such screening levels and/or cleanup standards have been achieved.

- D. The provisions of this Agreement will be satisfied when the City has achieved the corrective action cleanup standards and this Agreement will terminate upon the City's and U.S. EPA's prompt execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights" (Acknowledgment). The City's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, maintain any land or resource use restrictions, perform O&M and long-term monitoring activities, establish and maintain financial assurance and permanent markers or other long-term measures, and recognize the Parties' reservation of rights as required in Section X.
- E. A determination to terminate corrective action, after the City's completion of the corrective measures documented in the Final Decision and the Parties' observation of the procedures set forth in Paragraphs IX.C., and IX.D. above, shall not preclude the U.S. EPA from requiring further corrective action at a later date if new information or subsequent analysis indicates that a release or threat of a release of hazardous waste or constituent at or from the facility exists which may pose a threat to human health and the environment, or if there is a change in the use of any portion of the Facility such that the cleanup criteria upon which the corrective action under this Agreement is based are no longer applicable.
- F. If after implementation of the corrective measures documented in the Final Decision, U.S. EPA or OEPA and the city enter into a legally enforceable agreement to implement and maintain institutional and engineered controls and O&M of the final corrective measures, U.S. EPA will terminate this Voluntary Corrective Action Agreement with the City.
- G. Nothing in this Agreement constitutes a commitment or requirement that U.S. EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other applicable provision of law.
- H. As soon as the City becomes aware of the potential for delay with respect to any activity that is governed by a deadline established in this Agreement, it shall submit to the U.S. EPA written documentation stating the reasons for the delay and the efforts made to avoid the delay, as well as the proposed time to complete the work. U.S. EPA shall review the documentation and will promptly approve a new schedule if good cause is shown.



X. Reservation of Rights

- A. The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third party. Nothing in this Agreement relieves the City from complying with applicable Federal, State and local laws. Both Parties agree that they may not use this Agreement or the existence of this Agreement in any administrative or judicial proceeding involving a dispute among the Parties.
- B. This Agreement does not limit or affect the rights of the Parties against any third party, nor does it limit the rights of the third parties.
- C. The City is solely responsible for the proper performance of work contemplated by this Agreement. U.S. EPA's approval of any documents or work does not constitute final agency action nor is it a warranty or representation that the required cleanup performance standards will be met or that the City has obtained the required permits and approvals.

XI. Effective Date

This Agreement is effective on the date the last Party signs.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Norman F. Essman, Director  
Office of Economic Development  
City of Dayton

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Margaret M. Guerriero, Director  
Waste, Pesticides and Toxics Division  
United States Environmental  
Protection Agency, Region 5





## Former GM Facility – 2005 Ownership

COD 12-05



# OFFICE OF REGIONAL COUNSEL CONCURRENCE SHEET

SUBJECT: City of Dayton RCRA Voluntary Corrective Action Agreement

CONTROL NO. (if applicable): \_\_\_\_\_

Originator and first level supervisor are responsible for assuring that documents are in plain language. All other reviewers should consider plain language in their reviews. See plain language checklist on reverse side of this sheet.

Originator	( Chabria	) <u>MC</u>	Date <u>1/24/06</u>
Section Chief	( Puchalski	) <u>CP</u>	Date <u>2/1/06 with correction</u>
Branch Chief	( Nelson	) _____	Date _____
Deputy RC	( _____	) _____	Date _____
Regional Counsel	( Frey (Acting)	) _____	Date _____

COMMENTS: \_\_\_\_\_

(PLEASE INDICATE NAME OF APPROPRIATE DIVISION(S) WHERE CONCURRENT SIGNOFF IS NECESSARY)

NAME OF DIVISION WPTD

Assigned Staff Person	( Polston	) <u>HP</u>	Date <u>2/2/06</u>
Section Chief	( H. Cho	) <u>HP</u>	Date <u>2/2/06</u>
Branch Chief	( G. Phillips	) <u>HP</u>	Date <u>2/6/06</u>
Division Director	( J. Cisneros	) <u>HP</u>	Date <u>2/6/06</u>
Other	( _____	) _____	Date _____
Other	( _____	) _____	Date _____

## OFFICE OF THE REGIONAL ADMINISTRATOR

Other	( _____	) _____	Date _____
Other	( _____	) _____	Date _____
Deputy Regional Administrator	( _____	) _____	Date _____
Regional Administrator	( _____	) _____	Date _____

COMMENTS: \_\_\_\_\_



## Plain Language Checklist

**Write in the active voice.** When you use the active voice, the subject of the sentence acts: "EPA issued the permit to X." When you use the passive voice, the subject of the sentence is acted upon: "The permit was issued to X." If you can ask "By whom?" or "By what?" after the verb, the verb is in the passive voice. A passive verb has a form of the verb "to be" (am, is, are, was, were, be, being, been) plus a main verb usually ending in "en" or "ed."

**Use action verbs.** Use base verbs instead of nouns derived from verbs.

Don't Say	Say	Don't Say	Say
is applicable to	applies to	make payment	pay
give consideration to	consider	take action	act

**Use personal pronouns to represent the reader and to refer to EPA.** For example, "The United States Environmental Protection Agency is issuing an order to X (you). We are offering you..."

**Write short sentences to aid comprehension.** Put one main thought in most sentences. Divide a long sentence into two or three short sentences. Remove all unnecessary words. If there are several conditions or subordinate provisions, make a list.

**Omit surplus words and redundancies.** Question the need for every word.

Don't Say	Say	Redundancies
for the period of	for	true and correct
in order to	to	cease and desist
in the event that	if	order and direct

**Place words carefully to reduce ambiguity.** Keep subjects and objects close to verbs. Put modifying phrases and words such as "only" and "always" next to the word they modify. She *only* said that he hired her. She said that *only* he hired her. She said that he hired *only* her.

**Be consistent.** Don't use different words to refer to the same thing (car, vehicle, automobile).

**Limit your use of abbreviations, acronyms, and capital letters.** Use abbreviations and acronyms to refer only to terms that are central to the document. Do not abbreviate terms that you use only a few times. Use capital letters to begin sentences, proper names, and titles and for headings. You should reconsider all other uses.

**Visit the government's plain language web site at [www.plainlanguage.gov](http://www.plainlanguage.gov).**



# Interoffice Memorandum

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To: Delphi Harrison Thermal Systems (Former), OHD017958604

CC: Tammy McConnell, ITU, OEPA, DHWM-CO

From: Pam Hull, OEPA, SWDO/DHWM

Date: February 11, 2003

Subject: Sampling Oversight for USEPA Region V's 5/22/01 Voluntary Corrective Action Agreement with the Former GM Harrison Dayton, Ohio Site (specifically, for Patricia Polston; Environmental Scientist; Waste, Pesticides and Toxics Division)

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## Field Notes from January 29, 2003

Staff Present: Pam Hull, OEPA, SWDO, DHWM  
Pam Stubbs, BOW Environmental Solutions  
Sara Byerly, Haley & Aldrich

I observed Haley and Aldrich finishing up installation of OSW-7 (ozone sparge well) along Webster St. and west of Building 12; Haley & Aldrich was contracting Stearns Drilling to do the work. OS-7 had already been drilled, and they were just finishing up installation of the well. I observed bentonite being poured into the well. Sara explained that the bentonite is used as a seal between the deep and shallow well. Sand is also used to fill in around a well's screen(s).

Pam Stubbs explained that I would be able to catch rotosonic drilling of another well on January 30, 2003 morning. She explained that the rotosonic drilling is less invasive (versus hollow stem auger). For example, only 15 drums of soil cuttings had been generated so far from the drilling of 10 wells; hollow stem drilling could easily generate that much from the drilling of one well. Also, if a well detected a metal or PCB issue, one would know for sure that these compounds were truly being detected (versus coming from sediment generated from putting the well in).

## Field Notes from January 30, 2003

Staff Present: Pam Hull, OEPA, SWDO/DHWM  
Brian Gitzinger, OEPA, SWDO/DHWM  
Pam Stubbs, BOW Environmental Solutions  
Sara Byerly, Haley & Aldrich

Brian and I briefly checked in with Pam Stubbs when we arrived at the site. Tim Staiger of SWDO/DHWM wanted me to find out the ozone injection rate. Pam said that she



believed it was 1800 ppm for 8 weeks (as outlined in their work plan). Sara Byerly identified the depths of the core samples laid out on the sidewalk in front of us. The depths were (from east to west or left to right in picture) 48-58 ft, 18-28 ft, 28-38 ft and 38-48 ft (refer to DCP\_0232). She also explained that the shallower (than 18 ft) depths were drummed. I took some close-up pictures of the roto sonic drilling operation (DCP\_0234, DCP\_0236 and DCP\_0237). Brian Gitzinger spoke with a Stearns Drilling operator. Prior to leaving the site, I took a photos of the roto sonic drill rig from across Webster St. (DCP\_038). This photo clearly depicts why roto sonic drilling cannot be used inside the buildings at this site.

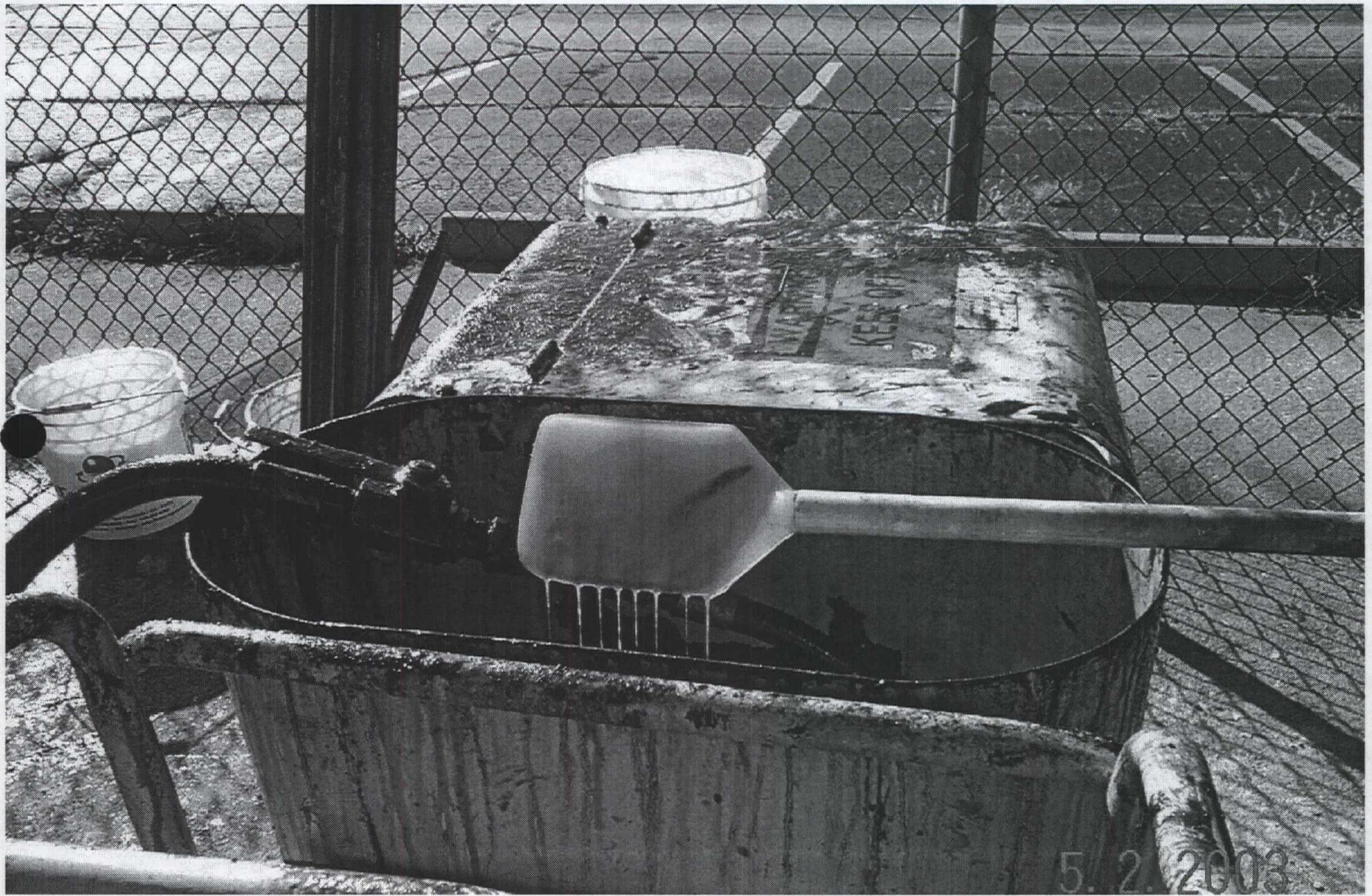
When we got back to the office, Brian summarized the following overview of the drilling and well installation process: First, 10 foot sections of 4" diameter pipe are drilled into the soil. Next, 6" diameter 10 foot sections are drilled into the soil surrounding the 4" pipe. After this, the 4" is pipe is removed and the soil inside of them are used for core sampling (see discussion above). Finally, the wells are set; the wells are 2" PVC with slits (screens) in them. As discussed above (in the 1/29/03 field notes), bentonite is used to seal the screens and sand is used around the screens to hold them in place (while still allowing water to reach the screens).

#### Field Notes from February 5, 2003

Staff Present: Pam Hull, OEPA, SWDO/DHWM  
Jason Close, CRA

Jason explained the installation of rods via geoprobe for HRC (hydrogen release compound-see DCP 039 and DCP\_040) injection; the rods will only be used as a means to get the HRC into the groundwater and are not part of any further groundwater monitoring. HRC enhances reductive dechlorination of chlorinated compounds in groundwater. The geoprobe directly pushes 5 feet sections of rods (at a time) into the ground (see DCP\_041 and DCP\_042). He explained that the rods went down from 15 feet to 50 feet. The water table is at about 16 feet. He further explained that a less concentrated mixture (30 lbs/bucket for 5 ft; 6 lbs HRC / ft) is pumped into the 40-50ft range and a more concentrated mixture (32 lbs/bucket for 4.7 ft; 6.8 lbs HRC / ft) is pumped into the 15-40 ft range. He also explained that they would have installed the conduit on the west side of the fence, but the building that had been located on the lot was imploded in-place. This made drilling west of the fence very hard (virtually impossible to drill). Pam Stubbs had also told me earlier that she had to obtain permits from the City of Dayton for this project.

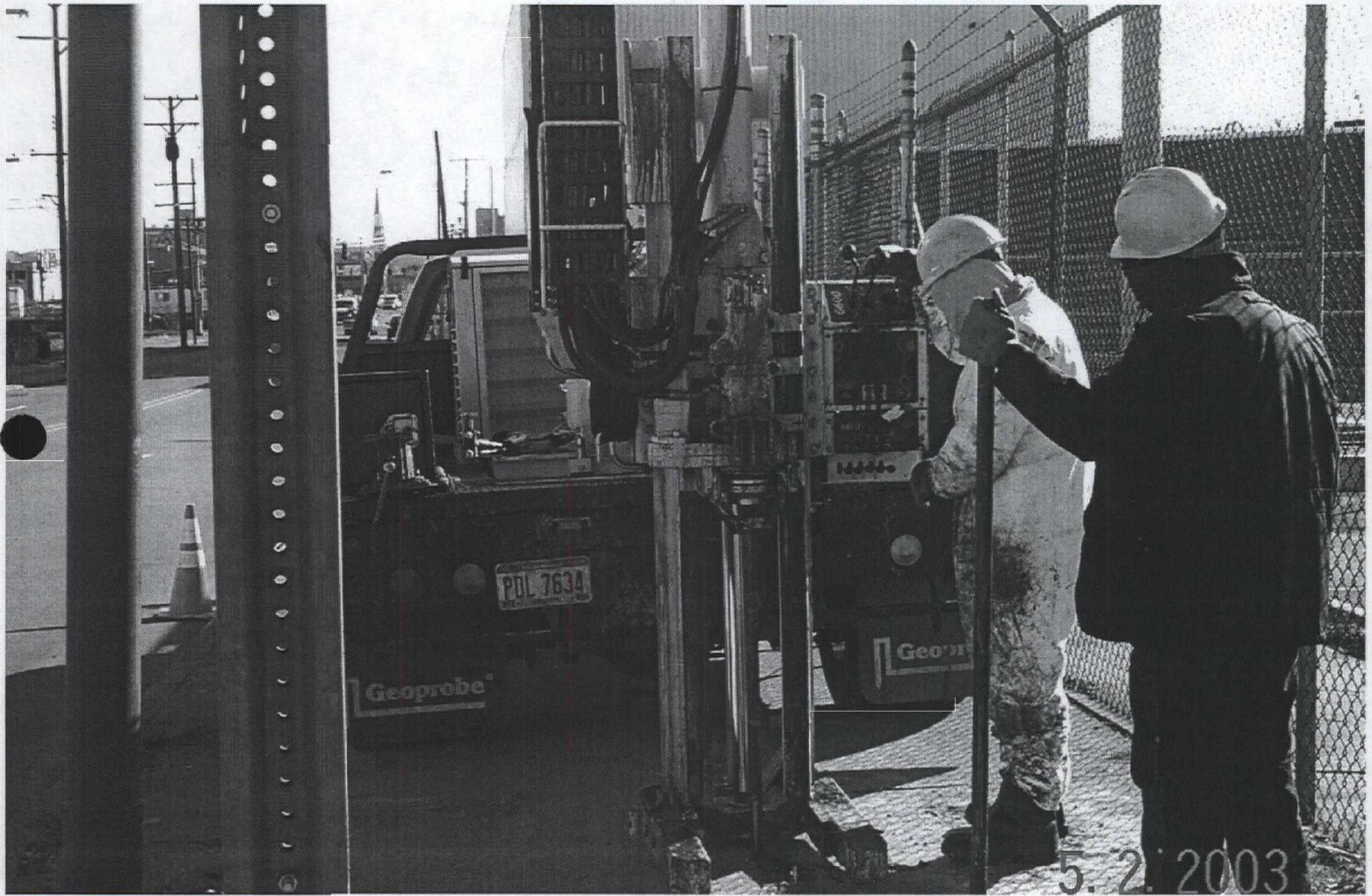




















*Priscilla*

**General Motors  
Worldwide Facilities Group  
Environmental and Regulatory Support  
Remediation Team**

September 10, 2001

Ms. Patricia J. Polston  
U.S. Environmental Protection Agency, Region V  
Waste, Pesticides and Toxics Division  
77 West Jackson Blvd., DRE-9J  
Chicago, IL 60604-3590

RE: Third Quarter 2001 Progress Report  
Voluntary RCRA Corrective Action  
Former Delphi Harrison Thermal Systems Facility  
USEPA ID No. OHD 017 958 604

Dear Ms. Polston:

In accordance with the requirements of the Voluntary Corrective Action Agreement between the U.S. Environmental Protection Agency Region V (USEPA) and the General Motors Corporation (GM), please find the attached the initial Progress Report for the third quarter of 2001. Because this is the initial Progress Report, the report covers an extended time period (April 18, 2001 through August 31, 2001). All subsequent reports will cover a three-month period.

If you have any questions concerning this information, please contact me at (937) 395-5092.

Sincerely,

Pamela L. Stubbs, P.G.  
Project Manager

Attachment A

cc: Distribution List



Distribution List

Carl Bridges, Peerless  
Jean Caufield, GM  
Terry Conway, GM  
Sylvie Eastman, CRA  
Dusty Hall, City of Dayton  
Mark Nielsen, Environ  
Ian Richardson, CRA  
Laura Romeo, GM  
Jim Shoemaker, City of Dayton  
Pam Smith, OEPA  
Rob Wilhelm, H&A

Priscilla Fonseca



ATTACHMENT A  
THIRD QUARTER 2001 PROGRESS REPORT  
VOLUNTARY RCRA CORRECTIVE ACTION  
FORMER DELPHI HARRISON THERMAL SYSTEMS FACILITY  
APRIL 18, 2001 - AUGUST 31, 2001

WORK PERFORMED THIS QUARTER

- Voluntary Corrective Action Agreement signed by USEPA and GM (effective May 22, 2001).
- GM Project Manager identified (April 18, 2001).
- GM Project Consultants identified (June 6, 2001).
- Current Conditions Report (CCR) completed and submitted to USEPA (June 8, 2001).
- Work began on the Pilot Test Summary/Interim Measures Work Plan for Ozone Sparge System.
- Public Repository established at Montgomery County Library in Dayton, Ohio (July 9, 2001).
- Work began on Proposed Sampling Strategy for RFI Work Plan.
- Operation and maintenance continued for on-going interim measures (Ozone Sparge System and Free Product Removal System).
- Conducted monthly water level gauging at monitoring wells in area of Riverscape Fountain.
- Met with USEPA to discuss Proposed Sampling Strategy (August 13, 2001).

DATA AVAILABLE DURING THIS QUARTER

- Summary of monthly water level gauging at monitoring wells in area of Riverscape Fountain.
- Quarterly Free Product Removal Report.

PROBLEMS ENCOUNTERED

- No problems were encountered.



### SUMMARY OF PROBLEM RESOLUTION

- No resolutions were required.

### POTENTIAL PROBLEMS

- No potential problems identified.

### ESTIMATED PERCENT COMPLETE FOR SELECTED ACTIVITIES

- |  |      |
|--|------|
| • Current Conditions Report                          | 100% |
| • RFI Work Plan                                      | 50%  |
| • Interim Measures Work Plan for Ozone Sparge System | 75%  |

### SUMMARY OF CONTACTS WITH INTERESTED PARTIES

- Telephone contacts were made with USEPA and City of Dayton Officials.
- Ongoing discussions with CSX Transportation and City of Dayton for obtaining Right-of Entry Agreements for installation of Barrier Wall along bike path located northeast of site. Agreement reached with the City of Dayton.

### CHANGES IN PERSONNEL

- None.

### PROJECTED WORK FOR NEXT REPORTING PERIOD

- Submit Interim Measures Work Plan for Ozone Sparge System.
- Meet with USEPA regarding Interim Measures Work Plan.
- Complete preparation of the RFI Work Plan.
- Prepare Public Participation Plan.
- Obtain Right-of Entry Agreement from CSX Transportation for installation of Barrier Wall along bike path located northeast of site.
- Install Barrier Wall along bike path located northeast of site (assuming CSX Transportation Agreement is obtained).



- Perform routine monitoring and maintenance for on-going interim measures.
- Continue conducting monthly water level gauging at monitoring wells in area of Riverscape Fountain.

#### Enclosures

1. Summary of monthly water level gauging at monitoring wells in area of Riverscape Fountain, Haley & Aldrich, Inc., September 2001.
2. Quarterly Interim Free Report Recovery Report - July 2001, Results of Interim Free Product Recovery, Former Delphi Harrison Thermal Systems Facility, Dayton, Ohio, Haley & Aldrich, Inc., July 18, 2001.





12638  
General Motors  
Worldwide Facilities Group  
Environmental and Regulatory Support  
Remediation Team

July 26, 2001

Mr. Raymond Bauman  
Ohio Department of Commerce  
Division of State Fire Marshall  
6606 Tussing Road  
Reynoldsburg, Oh 43068-0687

RE: Interim Free Product Recovery Report, BUSTR Incident #578530, Former Delphi Harrison Thermal Systems Facility, Dayton, Ohio

Dear Mr. Bauman:

Please find attached the Interim Free Product Recovery Report for the former Delphi Harrison Thermal Systems Facility, located in Dayton, Ohio. This report was completed by Haley & Aldrich on behalf of the General Motors Corporation (GM) for the second quarter of 2001. If you have any questions, please feel free to call me at (937) 395-5092.

Sincerely,

Pamela L. Stubbs, P.G.  
Project Manager

Enclosure

cc: J. Caufield, GM



Haley & Aldrich, Inc.  
Omni Office Centre  
9039 Springboro Pike  
Dayton, OH 45342-4418  
Tel: 937.384.9940  
Fax: 937.384.9946  
www.HaleyAldrich.com

**HALEY &  
ALDRICH**

18 July 2001  
File No. 79032-010

REALM, Inc.  
3600 Dryden Road  
Plant Engineering  
Moraine, Ohio 45439-1410

Attention: Ms. Pamela L. Stubbs, P.G.  
Project Manager

Subject: Results of Interim Free Product Recovery - BUSTR Incident # 578530  
Second Quarter 2001  
Former Delphi Harrison Thermal Systems Facility  
300 Taylor Street, Dayton, Ohio

Dear Pam:

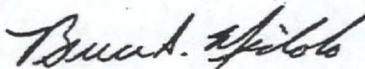
Haley & Aldrich is pleased to present this report of the recent work performed for free product recovery at the Former Delphi/Harrison Thermal Systems Facility located in Dayton, Ohio.

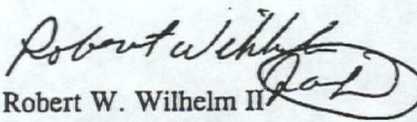
Approximately 30.25 gallons of free product were removed from the collection sumps during the second quarter of 2001 (29 March 2001 through 19 June 2001). Since system start up on 19 May 2000, about 223 gallons of free product have been recovered.

On 16 May 2001, Onyx removed about 200 gallons of product from the storage tank. The product was placed into four 55-gallon drums for off-site disposal. On 5 June 2001, the depth of total fluid in the storage tank was measured at about 20.5 inches, of which about 20.4 inches was water. Further investigation revealed that site groundwater levels had risen and submersed the oil skimmers in the collection sumps. This condition resulted in the pumping of groundwater to the storage tank. The oil skimmers were raised in the sumps to minimize the potential to pump groundwater in the future. The volume of water contained in the storage tank has not been included in the reported volume of free product removed during this quarter.

Due to the continued presence of free product observed in the recovery sumps, we recommend that the interim free product recovery continue. If you have any questions or require additional information, please contact us.

Sincerely yours,  
HALEY & ALDRICH, INC.

  
Bruce A. Midolo, CPG  
Senior Environmental Geologist

  
Robert W. Wilhelm II  
Senior Project Manager

**OFFICES**

Boston  
Massachusetts

Charles Town  
West Virginia

Cleveland  
Ohio

Denver  
Colorado

Detroit  
Michigan

Hartford  
Connecticut

Los Angeles  
California

Manchester  
New Hampshire

Newark  
New Jersey

Portland  
Maine

Rochester  
New York

San Diego  
California

San Francisco  
California

Tucson  
Arizona

Washington  
District of Columbia



Former Delphi Harrison Thermal Systems Facility  
300 Taylor St., Dayton, OH  
Ground Water Elevation Data Summary for year 2001

Well	12/08/00	01/02/01	01/23/01	01/25/01	02/20/01	03/29/01	04/19/01	05/11/01	05/21/01	06/18/01	06/19/01	07/02/01	07/27/01	08/22/01
B-301		727.7		726.7	727.7	726.6	728.2		729.1		728.2		727.8	727.1
B-302		727.0		726.7	727.2	726.6	727.6		728.9		727.6		727.3	726.8
B-303		727.5		726.7	727.6	726.5	727.6		728.7		727.8		727.1	726.5
B-304		728.1		727.9	728.5	727.8	728.6		729.5		728.8		728.4	728.0
B-305		728.2		727.9	728.5	727.6	728.6		729.6		728.8		728.4	728.0
B-306		728.1		727.9	728.5	727.9	728.6		729.4		728.8		728.3	728.0
B-SA13		725.5		725.5	726.1	725.6	726.8		728.6		726.3		725.6	725.5
B-SA15		727.6			727.5	726.8	728.1		729.3		726.6		727.2	726.5
B-SA16		727.4		727.3	727.6	727.0	727.3		726.9		727.5		726.7	727.0
B-SA17		727.7		726.8	727.8	726.7	727.8		728.8		728.1		727.6	726.9
B-SA18		727.3		727.1	727.3	726.9	728.2		729.0		728.5		727.5	726.8
B-SA27				726.7	727.5	726.6	727.5		728.5		727.6		727.1	726.9
HA-101D	725.7		726.4					725.7		725.8		725.7		
HA-101S	725.5		726.1					725.6		725.8		725.7		
HA-204										725.0				
HD-1	726.5		726.9					726.7				727.1		
HD-11	726.1		726.3					726.4				726.8		
HD-12	727.1		727.3					727.4				727.7		
HD-13	726.8		726.9					727.0				727.3		
HD-15	727.9		728.1					728.4				728.7		
HD-16	727.4		727.5					727.8				728.0		
HD-17	727.6		727.8					728.1				728.4		
HD-18	726.8		727.0					727.2				727.6		
HD-19	726.2		748.2					726.5				726.8		
HD-2	726.9		727.1					727.2				727.4		
HD-3								726.4				727.1		
HD-4	726.4		726.6					726.7				726.9		
HD-6	726.7		726.9											
HD-7	726.7		726.8											
HD-8	726.6		726.9					726.9				727.2		
HD-9	726.7		727.0					727.0				727.3		
MW-1								716.1		714.1		712.2		
MW-10	725.4		725.9					725.6		725.8		725.6		
MW-2A	715.7		717.7					716.1		714.1		712.3		
MW-4	716.0		717.0					716.4		714.3		712.4		

ELEVATION DATUM: City of Dayton Benchmark Elevations



Meeting with GM and City of Dayton  
Dayton, Ohio  
Tuesday, May 29, 2001

Attendees:	Agency/Company	Phone
Laura Ripley	U.S. EPA	312-886-6040
Trish Polston	U.S. EPA/RCRA	312-886-8093
Gerald Phillips	U.S. EPA/Reg 5	312-886-0977
Hak K. Cho	U.S. EPA/RCRA	312-886-0988
Jim Shoemaker	City of Dayton	937-33-3727
Dusty Hall	City of Dayton	937-333-3611
Charles Kronbach	Community Consultant	937-434-3118
Ian Richardson	CRA/REALM	519-884-0510
Pam Stubbs	GM/REALM	937-395-5092
Jean Caufield	GM	313-556-0845

The purpose of the meeting was to address the remaining parcels of the original GM property, many of which belong to City of Dayton. The Voluntary Agreement now signed between GM and U.S. EPA addresses the property now currently owned by Peerless. The primary focus is what to do with balance of properties.

The property defined as the original GM property is based on the 1980 Part A permit application. There are other GM Facilities nearby, but those are not included in these discussions.

Currently, some of the other property owners include the following:

Ecological Systems- in litigation with City of Dayton, was the WWTP facility. Two types of litigation. One is zoning occupancy and accessory to manufacturing-not yet litigated. The other involves defining truck in waste, trucking non-hazardous and blended fuels-this lost but will appeal.

Citywide-This is City of Dayton's development group.

Greg Lee-City of Dayton will help facilitate into one agreement

Reeves-City of Dayton will help facilitate into one agreement

Monument Kids- City of Dayton will help facilitate into one agreement

E.Gem- City of Dayton will help facilitate into one agreement.

There are three potential voluntary agreements to be used as instruments to address the corrective action issues. One has already been signed with GM and covers the property now known as Peerless. The second could deal with Ecological Systems alone. At this time, it is not clear what is any maybe GM's obligations. The Ecological Systems property was part of the Peerless property and was later sold. There were SWMUs identified on the property. GM could have some partial responsibility. The third could deal with the balance of properties and be signed with City of Dayton. The City of Dayton will call a meeting of the balance of the property owners to start discussing RCRA and corrective action issues. Region 5 is willing to participate via conference calls.



The signed Voluntary Agreement with GM calls for a Current Conditions Report within 120 days. GM is in a position to submit that report at a much earlier date. Copies will be given to City of Dayton as well. This report also will include past information on any historical manufacturing that took place on the property now owned by City of Dayton. It appears that this information will help define where and what assessments need to be done to identify any outstanding corrective action issues. The following includes the areas identified by parking lot number and a brief history of site:

Lot #7- no issues, no industrial mfg. 1913 flood debris, storage for Board of Education

Lot #9-1887 mill right shop-carpet cleaning-machining-coal pile-1950 on parking

Lot #10-1887 CF Snider Table mfg.-iron junk yard 1918-Paine upholstery 1950 on parking

Lot # 6-1887 barrel mfg-car mfg-small gas station-parking

Lot #12-1887 residential-Graves and Marshall boiler shop-salvage metal 1981 parking

Lot #15-leased property owned by Dayton water works-listed on Part A as leased property-pump houses

Lot # 16-leased property owned by Dayton-1887 Dayton Screw Company-American Hardware Corp.-parking

Lot # 11-1887 to 1918 Barney-Smith car mfg.-blacksmith and iron foundry 1950 on parking. Kiefaber warehouse leased for parking by GM.

There are similar issues to these on other parcels as well.

Some type of verification samples and assessment is required on all parcels to address RCRA corrective action.

Funding is an issue and City of Dayton is looking to Superfund/Brownfields for assistance in the assessment of these parcels. Laura Ripley did discuss possible options available. Dayton can apply for supplementary Brownfields money for 2002. It would be two year money that could be extended and could be as much as \$200,000. The second option involves funds that U.S. EPA gives to OEPA for assessments. Currently not sure what group in OEPA receives the funds and conducts the assessments. The targets are brownfields not in pilot areas. This could be potentially quicker than supplementary funds, if areas needing assessments are not defined as the pilot area.

U.S. EPA/RCRA is looking to handle the corrective action in as few pieces as possible. Since process includes statement of basis - public hearings-response to comments and final decision to formalize corrective action and the process takes time. It would be efficient to go through the process as few times as possible. Right now Ecological Systems property seems the wild card and if they are not receptive to working on issues in voluntary agreement then order may be required. There is one voluntary agreement already signed with GM and with working with Dayton another agreement appears possible to handle balance of properties. The development of the Tool Town Campus also depends on lenders and how much risk they're willing to take to make Tool Town a reality.

Next up conference call with City of Dayton and other property owners. Dayton would like to



have the call within 30 days. U.S. EPA is willing to participate in call. U.S. EPA is to contact Ecological Systems and Dayton will provide contact name and number. GM will be completing and submitting Current Condition Report. Any data gaps will need to be addressed to identify full extent of any corrective action issues. Draft similar voluntary agreement to outline agreement with all other parties and City of Dayton. Work on funding from brownfields for sampling. U.S. EPA will do complete reviews for any parcels where no further action is needed or if corrective action is complete.

Existing pilot possibilities were discussed. There are two listed on EPA website and are a HQ redevelopment pilot and RCRA Reform II pilot. HQ is looking for National RCRA Brownfield pilot for next year. The selection cycle for next year starts in January. There is also a Regional pilot possibility which could then be elevated to a National pilot. Dayton is interested in the Regional pilot.

Site visit to Riverscape area and fountains happened after meeting. Contacts for the fountain include Phil Miller and Jim Dimene, 937-225-6387- Asst. County Montgomery. It's possible that another well to be drilled farther east. GM is to contact county to discuss groundwater issues.



Patricia Polston

06/14/2001 02:35 PM

To: Hak Cho/R5/USEPA/US@EPA, Gerald Phillips/R5/USEPA/US@EPA,  
LAURA RIPLEY/R5/USEPA/US@EPA, Priscilla  
Fonseca/R5/USEPA/US@EPA

cc: pstubbs@craworld.com

Subject: GM and next steps

Greetings everyone, I've been talking to Pam Stubbs today 6/14 and we would like to get started on the next steps for this site. Pam and her crew would like to come here for a meeting to discuss each AOI and how to address it. There is an automatic shut down for GM in the first two weeks of July. Right now I believe we're looking at some time late July. I'm asking everyone to start looking at your calendars please. In addition, the current conditions report has been completed and sent to City of Dayton (J. Shoemaker), OEPA (district and central office) and us. I'll make sure our file room gets a copy. I sent Dusty Hall an e-mail to double check if additional copies are needed for the City of Dayton. Just FYI, there seems to be some public concern over the fountain. Questions of where the water is coming from and such. I asked Pam to keep us posted on anything she hears regarding that. GM will try one additional time to make some progress with CSX (railroad). Pam will copy me on the corporate communication and if she reaches a road block, she'll call me. We have offered her help in dealing with CSX. Thanks Trish

*Ask Trish; if the CSX is the only party that is holding up  
the installation of the barrier*



Patricia Polston

06/14/2001 02:35 PM

To: Hak Cho/R5/USEPA/US@EPA, Gerald Phillips/R5/USEPA/US@EPA,  
LAURA RIPLEY/R5/USEPA/US@EPA, Priscilla  
Fonseca/R5/USEPA/US@EPA

cc: pstubbs@craworld.com

Subject: GM and next steps

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**Voluntary Corrective Action Agreement  
Between  
The United States Environmental Protection Agency and  
General Motors Corporation**

**For The Former GM Harrison Dayton, Ohio Site**

**I. Purpose**

The United States Environmental Protection Agency (USEPA) and General Motors Corporation (GM), collectively referred to as the Parties, establish this Agreement to enable GM to work independently and voluntarily to investigate, and as necessary stabilize and remediate, releases of hazardous wastes or hazardous constituents at or from the main manufacturing area of the former GM Delphi Harrison Thermal Systems Dayton, Ohio, property (Harrison Dayton) further referred to as the "Site" which is currently owned by The Peerless Transportation Company that may present an unacceptable risk to human health or the environment. The Parties believe that GM will appropriately, efficiently and effectively investigate and, as necessary, remediate the Site on an accelerated basis by following the procedures and guidelines in this Agreement. This Agreement will have fulfilled its purpose and will terminate upon written acknowledgment by USEPA that GM has completed its corrective action obligations under the Resource Conservation and Recovery Act (RCRA) at the Site.

**II. Background**

The Harrison Dayton property at 300 Taylor Street is currently owned by The Peerless Transportation Company (Peerless) as shown in Figure 1. In general, the Site is bounded to the south by parking lots owned by the City of Dayton (previously owned by GM), to the east by Keowee Street, to the north by the Mad River, to the southwest by the former GM wastewater treatment plant which is currently owned by Ecological Systems, Inc., and to the west by Webster Street and a parking lot owned by Requarth Lumber Company (previously owned by GM). The EPA Identification for the Site is OHD 017958604.

Current operations at the Site consist of leasing and storage for various industries in the area. Past operations included the manufacturing of electric refrigerators, other household appliances, .50-caliber machine guns during World War II, and manufacturing and assembly of automotive air compressors. The Site was purchased by GM in 1919 and operated as Delco Light Company until 1928 when Frigidaire Corporation/Frigidaire Division of GM occupied the Site. In 1975 the Site was converted to Delco Air Division of GM, and then Harrison Radiator Division of GM (Delphi Harrison Thermal Systems) until it was sold to Peerless in 1996.



USEPA and GM expect that GM will investigate, and as necessary remediate, all releases of hazardous wastes or constituents at or from the Site under the guidelines established in this Voluntary Corrective Action Agreement.

### **III. Definitions**

Unless otherwise specified herein, terms used in this Agreement which are defined in RCRA or in regulations promulgated under RCRA will have the definitions given to them in RCRA or in such regulations.

### **IV. Project Manager**

USEPA and GM will each designate a Project Manager and notify each other in writing of the Project Manager selected within 14 days of the effective date of this Agreement. Each Project Manager will be responsible for overseeing the implementation of this Agreement. The parties will provide prompt written notice whenever they change Project Managers.

### **V. Work to be Performed**

GM agrees to perform the actions specified in this section, in the manner and by the dates specified herein. GM will perform the work undertaken pursuant to this Agreement in compliance with RCRA and other applicable Federal and State laws and their implementing regulations, and consistent with all relevant USEPA guidance documents as appropriate to the Site. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance, and relevant portions of the Model Scopes of Work for RCRA Corrective Action and of USEPA's Risk Assessment Guidance for Superfund.

1. GM will complete activities necessary to identify and define the nature and extent of releases of hazardous waste and/or hazardous constituents at or from the Site. These activities include:
  - a. Provide to USEPA, within 120 days after the effective date of this Agreement, a brief Current Conditions Report covering all areas of the Site. The Current Conditions Report will include any recent sampling data and a summary of both current and historic operations and physical setting of the Site. The Current Conditions Report in total will describe, at a minimum, conditions at the Site, and any past or present locations at the Site for which GM knows of past treatment, storage, or disposal of hazardous waste or hazardous constituents.
  - b. Perform phased investigations to identify the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Site which may pose an unacceptable risk to human health or the environment, and provide a report to USEPA. The report will also describe the nature and extent of any



releases of hazardous waste and/or hazardous constituents at or from the Site which do not pose an unacceptable risk to human health or the environment, and provide the basis for those conclusions, including an evaluation of the risks. The report may be prepared in phases to provide timely support for the demonstrations described in Section V.2, below, and for the determinations and proposal described in Section V.3, below. If investigation determines that acceptable risks to human health or the environment are exceeded, GM will determine the need for interim measures based on a professional evaluation of the data and will notify the USEPA of the planned course of action.

- c. GM may choose to proceed with remedial actions to limit site investigation or risk assessment activities in order to complete the work as defined in Sections V.2 and V.3 below.
2. GM will demonstrate by the dates indicated, through submitting an Environmental Indicators Report and by performing any other necessary activities, consistent with this Section, that:
    - a. By December 31, 2005, all current human exposures to contamination at or from the Site are under control. That is, for all media known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above risk-based levels, for which there are complete pathways between contamination and human receptors, significant or unacceptable exposures do not exist.
    - b. By December 31, 2005, migration of contaminated groundwater at or from the Site is stabilized. That is, the migration of all groundwater known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above acceptable levels is stabilized to remain within any existing areas of contamination as defined by monitoring locations designated at the time of the demonstration. In addition, any discharge of groundwater to surface water is either insignificant or shown to be currently acceptable according to an appropriate interim assessment. Monitoring and measurement data must be collected in the future as necessary to verify that migration of any contaminated groundwater is stabilized.
    - c. In order to prepare for and provide the demonstrations required by Sections V.2.a and V.2.b., above, GM will:
      - i. Determine appropriate risk screening criteria under current use scenarios and provide the basis and justification for the use of these criteria.
      - ii. Determine any current unacceptable risks to human health and the environment and describe why other identified risks are acceptable.
      - iii. Control any unacceptable current human exposures that are identified. This may include performing any corrective actions or other response measures



("Corrective Measures") necessary to control current human exposures to contamination to within acceptable risk levels.

- iv. Stabilize the migration of contaminated groundwater. This may include implementing any Corrective Measures necessary to stabilize the migration of contaminated groundwater.
- v. Conduct groundwater monitoring to confirm that any contaminated groundwater remains within the original area of contamination.
- vi. Prepare a report, either prior to or as part of the Environmental Indicators Report, that provides a description and justification for any interim actions performed to meet the requirements of this Section, including sampling documentation, construction completion documentation and/or confirmatory sampling results.

3. Final Corrective Measures:

- a. GM will propose to USEPA by September 30, 2006, final Corrective Measures necessary to protect human health and the environment from all current and future unacceptable risks due to releases of hazardous waste or hazardous constituents at or from the Site (the "Final Corrective Measures Proposal"). The proposal will describe all Corrective Measures implemented at the Site since the effective date of this Agreement. It will also include a description of all other final Corrective Measures evaluated by GM, a detailed explanation of why the proposed final Corrective Measures were preferred by GM, and cost estimates for the final Corrective Measures evaluated. The proposal will also include a detailed schedule to construct and implement the final Corrective Measures, and to submit a Final Remedy Construction Completion Report. This schedule will provide that as much of the initial construction work as practicable will be completed within one year after USEPA selects the final Corrective Measures and that all final Corrective Measures will be completed within a reasonable period of time to protect human health and the environment.
- b. As part of developing its proposals, GM will propose appropriate risk screening criteria, cleanup objectives, and points of compliance under current and reasonably expected future land use scenarios and provide the basis and justification for these decisions.
- c. USEPA may request supplemental information from GM if it determines that the proposals and supporting information do not provide an adequate basis to select final Corrective Measures that will protect human health and the environment from the release of hazardous waste or hazardous constituents at or from the Site. GM will provide such supplemental information in a timely manner as directed in writing by USEPA.



- d. USEPA will provide the public with an opportunity to review and comment on its proposed final Corrective Measures, including a detailed description and justification for the proposals (the "Statement of Basis"). Following the public comment period, USEPA will select the final Corrective Measures and provide notification of its decision and rationale in a "Final Decision and Response to Comments" ("Final Decision").
  - e. If GM agrees with USEPA's selection of final Corrective Measures, GM will implement the final Corrective Measures selected in USEPA's Final Decision according to the schedule therein.
4. Reporting and other requirements:
- a. GM will establish a publicly accessible repository for information regarding site activities and conduct public outreach and involvement activities in accordance with USEPA's RCRA public participation guidance as appropriate for the site.
  - b. GM will provide quarterly progress reports to USEPA by the 15<sup>th</sup> day of the month following a quarter. The report will list work performed to date, data collected, problems encountered, project schedule, and percent project completed.
  - c. The parties will communicate frequently and in good faith to assure successful completion of the requirements of this Agreement, and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.
  - d. GM will provide a Final Remedy Construction Completion Report documenting all work that it has performed pursuant to the schedule in USEPA's Final Decision.
  - e. If ongoing monitoring or operation and maintenance is required after construction of the selected final Corrective Measures, GM will include an operations and maintenance plan in the Final Remedy Construction Completion Report. GM will revise and resubmit the Report in response to USEPA's written comments, if any, by the dates USEPA specifies. Upon USEPA's written approval, GM will implement the approved operation and maintenance plan according to the schedule and provisions contained therein.
  - f. Any risk assessments conducted by GM must estimate human health and ecological risk under reasonable maximum exposure for both current and reasonably expected future land use scenarios. Risk assessments will be conducted in accordance with the Risk Assessment Guidance for Superfund (RAGS) or other appropriate USEPA guidance. GM will use appropriate, conservative screening values when screening to determine whether further investigation is required. Appropriate screening values may include those derived from Federal Maximum Contaminant Levels, USEPA Region 9



Preliminary Remediation Goals, USEPA Region 5 Ecological Screening Levels, USEPA Region 5 Risk Based Screening Levels, USEPA Region 3 Risk Based Concentration Table or RAGS.

- g. All sampling and analysis conducted under this Agreement will be performed in accordance with the Region 5 RCRA Quality Assurance Project Plan Policy (April 1998) as appropriate for the site, and be sufficient to identify and characterize the nature and extent of all releases. USEPA may audit laboratories selected by GM or require GM to purchase and have analyzed any Performance Evaluation (PE) samples selected by USEPA which are compounds of concern. GM will notify USEPA in writing at least 14 days before beginning each separate phase of field work performed under this Agreement. At the request of USEPA, GM will provide or allow USEPA or its authorized representative to take split or duplicate samples of all samples collected by GM under this Agreement.

## **VI. Record Preservation**

GM will retain, during the pendency of this Agreement and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement. GM will notify USEPA in writing 90 days before destroying any such records, and provide USEPA the opportunity to take possession of any such non-privileged documents. GM's notice will refer to the effective date and name of this Agreement and will be addressed to:

Director  
Waste, Pesticides and Toxics Division  
USEPA, Region 5 (D-8J)  
77 W. Jackson Blvd.  
Chicago, IL 60604-3590

GM will also promptly provide USEPA's Project Manager a copy of any such notice.

GM further agrees that within 30 days of retaining or employing any agent, consultant, or contractor ("Agents") to carry out the terms of this Agreement, GM will enter into an agreement with the Agents to provide GM a copy of all data and final non-privileged documents produced under this Agreement.

GM agrees that it will not assert any privilege claim concerning any data developed to prepare any reports or conduct any investigations or other actions taken under the Agreement.

## **VII. Modification, Termination and Satisfaction.**

This Agreement may be modified by written, mutual agreement of the Parties. The Project Managers may agree in writing to extend any deadline in this Agreement.



Either Party may unilaterally terminate this Agreement upon written notice to the other Party. USEPA's participation in this Agreement is subject to the Anti-Deficiency Act, 31 U.S.C. § 1341.

GM may request that USEPA issue a determination that GM has met the corrective action cleanup objectives for the Site or a portion of the Site. GM will submit documentation that it has achieved the objectives and USEPA will respond in writing indicating whether GM has completed RCRA corrective action. If USEPA agrees that RCRA corrective action is complete it will issue a "No Further Action" determination for all or a portion of the Site.

The provisions of the Agreement will be satisfied upon GM's and USEPA's execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights", consistent with USEPA's Model Scope of Work. GM's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VI, to maintain any necessary institutional controls or other long term measures, and to recognize the Parties' reservation of rights as required in Section VIII.

#### **VIII. Reservation of Rights**

The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third Party. Nothing in this Agreement relieves GM from complying with applicable federal, state and local laws.

This Agreement does not limit or affect the rights of the Parties against any Third Party, nor does it limit the rights of Third Parties. The Parties agree that this Agreement does not constitute any decision on preauthorization of funds under §111(a)(2) of CERCLA.



**IX. Effective Date**

This Agreement is effective on the date the last Party signs.

DATE: 5-14-01

BY: William J. McFarland  
William J. McFarland, Director  
Remediation  
Worldwide Facilities Group  
General Motors Corporation

DATE: 5/22/01

BY: Walter H. Norris  
for Robert Springer, Director  
Waste, Pesticides and Toxics Division  
U.S. Environmental Protection Agency  
Region 5





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGIONS 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

NOV 08 2007

REPLY TO THE ATTENTION OF: LU-9J

Gwen Eberly, Development Services Manager  
Office of Economic Development  
The City of Dayton  
101 W. Third Street  
Dayton, Ohio 45401

RE: August 14, 2007, Request for Assistance;  
Voluntary Corrective Action Agreement  
Comfort/Status Letter for Area COD-5

Dear Ms. Eberly:

Thank you for your August 14, 2007, request to the United States Environmental Protection Agency ("U.S. EPA") for assistance in obtaining a "comfort letter" addressing area COD-5 of the former General Motors plant (U.S. EPA site identification number OHD 017 958 604) in Dayton. Parcel COD-5 is bordered by Pitt Street to the North, Meigs Street to the East, Monument Street to the South, and Taylor Street to the West. It is our understanding from your letter that the City of Dayton ("the City") has requested this comfort letter in order to meet conditions of a grant that the City has received from the Economic Development Administration. We also understand that the City plans to redevelop parcel COD-5 by constructing an office building.

In order to ensure that environmental issues at the former General Motors ("GM") site are identified and addressed, the City entered into a Voluntary Corrective Action Agreement ("VCAA") with the U.S. EPA on March 17, 2006, for seven parcels of land in Dayton that were once part of the GM plant. The City is currently approaching the provisions of the VCAA in two phases, with the earlier phase addressing lots COD-5, COD-6, and COD-7. It is our understanding that these three parcels are slated to become part of the "Dayton Technology Campus."

Our records show that the City submitted plans and reports described in the VCAA to the U.S. EPA as the investigation of these parcels progressed, including the submittal of (1) a Resource Conservation and Recovery Act ("RCRA") Facility Investigation report in March 2007, (2) an Environmental Indicators report in May 2007, and (3) a Corrective Measures Study in July 2007. In addition, the City conducted a risk assessment to attempt to demonstrate that further cleanup activities in area COD-5 would not be necessary.

The risk assessment, which was prepared by Weston (the City's contractor) and submitted to U.S. EPA in October 2007, quantitatively evaluated the health risk for two populations that could potentially be exposed to contaminants during future redevelopment of COD-5. The first



City of Dayton  
Creative Technology Accelerator Project

EDA Grant Award #06-01-05153

USEPA Letter



population, construction workers, would be performing activities related to completing the new facility on the parcel. The second population, routine commercial/office workers, would occupy the proposed building. Appropriate exposure pathways for soil and groundwater were evaluated for each potentially exposed population, including volatile chemical vapors seeping through the building foundation from contaminated soils and groundwater. Cumulative risk estimates for the commercial/office worker and the construction worker were below<sup>1</sup> conservative risk levels for cancer and non-cancer health effects.

We have now finalized our review of the risk assessment and agree that further corrective measures do not appear to be necessary at COD-5 other than institutional exposure controls including land use restrictions and groundwater use restrictions.

Based on our current information, it does not appear that construction of the proposed building on area COD-5 would interfere with the City's ability to complete any activities necessary to meet the City's obligations under the VCAA. However, the City should take the following precautions as it proceeds with the redevelopment:

- 1) In order to ensure protection of commercial/office workers, the City should include post-construction verification monitoring, as appropriate, for potential organic vapor intrusion.
- 2) In order to ensure protection of construction workers, the City should verify that any excavation deeper than ten feet is addressed by the construction health and safety plan so as to limit exposure to deep soils which were not considered in the risk assessment.

Based on our review of the March 2007 RCRA Facility Investigation Report, the May 2007 Environmental Indicators Report, and the October 2007 Risk Assessment, we do not plan or anticipate requiring corrective measures for area COD-5 beyond the above-mentioned land use controls (i.e., limiting the property to commercial/industrial use), and groundwater use restrictions (i.e., prohibiting the use of groundwater in the upper aquifer). However, the U.S. EPA does reserve the right to require additional corrective measures at COD-5 in the event that new information becomes available or site conditions changes in a way that indicates a release of hazardous constituents which may pose a threat to human health and/or the environment.

Please also be advised that this letter does not constitute a Final Decision for parcel COD-5 as provided in the VCAA. Section V.C.7 of the March 17, 2006, VCAA states that the U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (i.e., the Statement of Basis). The VCAA goes on to state that following the public comment period, U.S. EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments. The public process and Final Decision will be completed at a later date, when proposed corrective measures are available for all the

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<sup>1</sup> Risks were within the target risk range of 1E-06 to 1E-04 for cancer risk and less than 1.0 hazard index for noncancer health effects (specific values were 7E-05 and 0.3 for commercial/office workers and 5E-06 and 0.3 for construction workers).



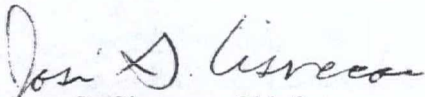
parcels addressed by the VCAA. Until the completion of this process, the RCRA corrective action activities at COD-5 cannot be considered complete.

Based on an October 30, 2007, conference call among you, other representatives of the City, and certain members of my staff, we understand that the City has committed to announcing the U.S. EPA's issuance of this letter to interested members of the community, and to making a copy of this letter available to the public. Please ensure that this announcement is made before significant activities commence at the site.

I hope you find this letter responsive to your request. The U.S. EPA is committed to facilitating the productive and sustainable reuse of formerly contaminated sites, and is pleased to have the opportunity to assist you in your revitalization efforts in Dayton.

If you have any questions, please call Mr. Gary Victorine of my staff at 312-886-1479.

Sincerely,



Jose G. Cisneros, Chief  
Remediation and Reuse Branch

cc: Allen Debus  
Gary Victorine  
Colleen Olsberg  
Mony Chabria, USEPA-ORC  
Harold O'Connell, OEPA-SWDO  
Jean Caufield, GM  
Chris Lipson, City of Dayton  
Norm Essman, City Wide Development Corp.





FEB 13 2007

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF: DW-8J

Patrick Kotter  
ESI Environmental, Inc.  
5232 West 79<sup>th</sup> Street  
Indianapolis, Indiana 46268

RE: Voluntary Corrective Action Agreement  
ESI Environmental, Inc.  
Dayton, Ohio

Dear Mr. Kotter:

Enclosed is a Voluntary Corrective Action Agreement for the two parcels of property located at the corner of Webster and Monument Streets in Dayton, Ohio. These parcels were once part of the former GM Harrison Radiator Plant, Dayton, Ohio. The purpose of the agreement is to investigate and address any potential RCRA corrective action issues on the property. This agreement would become effective once both parties have signed and dated the document.

Please review the enclosed agreement and if it is acceptable, sign and return the document. If you have questions, or would like to further discuss the agreement, please contact Patricia Polston at 312-886-8093 within the next fourteen (14) days. If your attorney has any questions about the agreement, he may contact Mony Chabria, Associate Regional Counsel, at 312-886-6842.

Sincerely,

A handwritten signature in black ink, appearing to read "Hak Cho", written over a horizontal line.

Hak Cho, Chief  
Corrective Action Section

Enclosure

cc: Pam Hull, OEPA  
✓ M. Chabria, ORC  
P. Polston, WPTD



VOLUNTARY CORRECTIVE ACTION AGREEMENT  
BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
AND  
ESI ENVIRONMENTAL, INC.

OHD 017 958 604

I. Purpose

The United States Environmental Protection Agency (U.S. EPA) and ESI Environmental, Inc. (ESI), collectively referred to as the Parties, establish this agreement for ESI to work independently and voluntarily to investigate, and as necessary, stabilize and remediate releases of hazardous wastes or hazardous constituents at or from two parcels of land. The parcels are located on the east and west sides of Webster Street between Pitts and Monument Streets. These are properties that were part of the former GM Harrison Radiator Plant.

The Parties believe that ESI will appropriately, efficiently, and effectively investigate and, as necessary, remediate the parcels on an accelerated basis by following the procedures and guidelines in this Agreement. This Agreement will have fulfilled its purpose and will terminate upon written acknowledgment by U.S. EPA that ESI has completed its corrective action obligations under RCRA at the Facility.

II. Background

The two parcels are located near the Downtown District of Dayton, Ohio. The properties are owned by ESI located in Indianapolis, Indiana. These parcels were formerly owned by General Motors Corporation and were part of the Former GM RCRA Facility that will ultimately become part of the Dayton Technology Campus. The properties were formerly a waste water treatment plant for the GM facility. ESI was to use the properties as temporary storage with the intentions to operate as a bulk storage terminal. Operations would have included repackaging used oil. ESI no longer intends to use the properties for these purposes. The properties have been vacant since 2001.

III. Project Manager

The U.S. EPA and ESI will each designate a Project Manager and notify each other in writing of the Project Manager selected within fourteen (14) days of the effective date of this Agreement. To the extent practicable, all communications between ESI and the U.S. EPA, and all documents, reports, approvals and other correspondence concerning the activities pursuant to this Agreement, shall be directed through the Project Managers. The Parties will provide, within fourteen (14) days, written notice whenever there is a change of Project Manager.



#### IV. Definitions

This Agreement incorporates the definitions in RCRA or in regulations promulgated or guidance developed under RCRA, unless otherwise specified.

#### V. Work to be Performed

ESI will work independently, voluntarily and expeditiously to investigate and, as necessary, remediate releases of hazardous waste and constituents at or from the above mentioned parcels that may present an unacceptable risk to human health and the environment.

- A. ESI agrees to perform the actions specified in this section in the manner and by the dates specified herein. All work is to be performed in a streamlined and flexible manner consistent with all applicable legal requirements. ESI will perform corrective action activities, pursuant to this Agreement, in compliance with RCRA and other applicable Federal laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance and relevant portions of the Model Scopes of Work for RCRA Corrective Action and U.S. EPA's Risk Assessment Guidance for Superfund (RAGS) and related policies.

- B. RCRA Facility Investigation (RFI)

ESI will complete activities as necessary to identify and define the nature and extent of releases of hazardous waste and hazardous constituents at and from the parcels. Within 90 days of the effective date of this Agreement, ESI will provide U.S. EPA with an RFI Report which will include, at a minimum, the following information:

1. Copies of the existing reports that contain information regarding the nature and extent of any releases of hazardous waste or hazardous constituents at or from the parcels or which provide information on the current and historic site conditions.
2. A report describing phased investigations performed by ESI to identify the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Site which may pose an unacceptable risk to human health or the environment. The report will also describe the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Site which do not pose an unacceptable risk to human health or the environment, and provide the basis for those conclusions, including an evaluation of the risks. If investigation determines that acceptable risks to human health or the environment are exceeded, ESI will determine the need for interim measures based on a professional evaluation of the data and will notify the U.S. EPA of the planned course of action.



3. Any risk assessments conducted by ESI must estimate appropriate human health and ecological risks for both current and reasonably expected future land usage scenarios. Risk assessments will be conducted in accordance with RAGS or other appropriate U.S. EPA guidance. ESI will use appropriate U.S. EPA Region 5 screening values to determine whether further investigation is required.
4. All sampling and analysis conducted under this RFI will be performed in accordance with a Quality Assurance Project Plan (QAPP) prepared in accordance with the U.S. EPA, Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize and delineate the nature and extent of all releases, and determine the need for and design of any corrective measures for the Facility. The U.S. EPA may audit laboratories selected by ESI or require ESI to purchase and have analyzed any Performance Evaluation (PE) samples selected by U.S. EPA, for compounds of concern. ESI will notify U.S. EPA in writing at least fourteen (14) days before beginning each separate phase of field work performed under this RFI. At the request of the U.S. EPA, ESI will provide or allow the U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by ESI under this RFI.
5. A copy of the current zoning designation that pertains to the parcels and the portion of the zoning ordinance that pertains to the zoning designation. If there is any subsequent change in land usage and/or zoning at the Facility or any portion of the Facility, ESI agrees to submit a copy of the change in zoning designation to U.S. EPA.

C. Corrective Measures Proposal and Implementation of Corrective Measures

1. By November 30, 2007, ESI agrees to submit to U.S. EPA for review a Corrective Measures Proposal (CMP) outlining corrective measures which protect human health and the environment from all current and future unacceptable risks due to past and continuing releases of hazardous waste and hazardous constituents at or from each parcel.

The CMP must demonstrate that the development and implementation of the proposed corrective measures complies with any corrective action objectives set forth in RCRA policy and guidance. The CMP must describe all corrective measures implemented at each parcel since the effective date of this Agreement. The CMP will also include a detailed schedule to construct and implement the final corrective measures at each parcel and to submit a Final Corrective Measures Construction Completion Report. This schedule will provide that as much of the initial construction work as practicable will be completed within one year after U.S. EPA selects the final corrective measures and that all final corrective



measures will be completed within a period of time determined by the Parties to be reasonable to protect human health and the environment.

2. The CMP must include any information regarding interim corrective measures performed prior to the implementation of final corrective measures.
3. The U.S. EPA may request supplemental information from ESI if it determines that the CMP and supporting information do not provide an adequate basis to support the corrective measures proposed in order to meet the requirements to protect human health and the environment. ESI agrees to provide such supplemental information in a timely manner as requested in writing by U.S. EPA.
4. If ongoing monitoring and/or operation and maintenance are required after construction of the final corrective measures, ESI will include a Monitoring and/or Operations and Maintenance ("O&M") Plan in the Final CMP to be submitted for review by U.S. EPA.
5. Any risk assessments conducted by ESI must estimate appropriate human health and ecological risks for both current and reasonably expected future land usage scenarios. Risk assessments will be conducted in accordance with RAGS or other appropriate U.S. EPA guidance. ESI will use appropriate U.S. EPA Region 5 screening values to determine whether further investigation is required.
6. All sampling and analysis conducted under this CMP will be performed in accordance with a Quality Assurance Project Plan (QAPP) prepared in accordance with the U.S. EPA, Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize and delineate the nature and extent of all releases, and determine the need for and design of any corrective measures for the Facility. The U.S. EPA may audit laboratories selected by ESI or require ESI to purchase and have analyzed any Performance Evaluation (PE) samples selected by U.S. EPA, for compounds of concern. ESI will notify U.S. EPA in writing at least fourteen (14) days before beginning each separate phase of field work performed under this CMP. At the request of the U.S. EPA, ESI will provide or allow the U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by ESI under this CMP.
7. The U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (the Statement of Basis). Following the public comment period, U.S. EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments (Final Decision).



8. If ESI agrees with U.S. EPA's Final Decision, ESI will implement the final corrective measures selected in the U.S. EPA's Final Decision according to the schedule therein.
9. If the Final Decision is based upon land use or other restrictions at the property, ESI agrees to file the appropriate environmental or restrictive covenants.

D. Completion Report

ESI agrees to submit a final Completion Report which documents that all work performed was completed in accordance with the approved Final Decision Document. At a minimum, the Completion Report shall include:

1. Documentation of compliance with the cleanup objectives standards in the Final Decision.
2. Verification of the recording of any associated environmental or restrictive covenants.

VI. Site Access

The U.S. EPA and its agents, employees and representatives are authorized to enter and move about the property in accordance with the Facility's general site safety guidance for the purposes of, but not limited to, interviewing ESI's personnel and contractors; inspecting all records, operating logs, files, photographs, documents, contracts, and other writings, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Agreement, and obtaining copies thereof, if requested by the U.S. EPA; conducting such tests, sampling or monitoring as the U.S. EPA or the U.S. EPA Project Manager deem necessary; using a camera, sound recording or other documentary-type equipment; and verifying the reports and data submitted to the U.S. EPA by ESI. ESI will submit to the U.S. EPA all reports, data, chain-of-custody forms, laboratory QA/QC summaries, photographs, field notes, and other information produced pursuant to this Agreement.

VII. Reporting and Public Involvement

- A. ESI agrees to establish a publicly accessible repository for information regarding Facility activities and conduct public outreach and involvement activities, consistent with the U.S. EPA Public Participation Manual, as appropriate for the Facility.
- B. ESI agrees to provide quarterly progress reports to the U.S. EPA Project Manager by the fifteenth (15th) day of the month following each calendar quarter. The report will list the work performed to date, data collected, problems encountered, project schedule and the percent of the project completed and will attach copies of all data collected during the previous quarter.



- C. The Parties will communicate frequently and in good faith to ensure successful completion of the requirements of this Agreement and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.

#### VIII. Record Preservation

- A. ESI will retain, during the pendency of this Agreement, and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement or to waste disposal activities at the Facility. ESI will notify the U.S. EPA in writing ninety (90) days before destroying any such records, and provide the U.S. EPA the opportunity to take possession or obtain copies of any such documents. ESI's notice will refer to the effective date and name of this Agreement and will be addressed to:

Project Manager  
U.S. EPA, Region 5  
Waste, Pesticides and Toxics Division (DW-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604

- B. ESI further agrees that within thirty (30) days after retaining or employing any agent, consultant or contractor (Agents) to carry out the terms of this Agreement, ESI will enter into an agreement with the Agents to provide ESI with copies of all data and final non-privileged documents produced under this Agreement.
- C. ESI agrees that it will not assert any claim of privilege for any data developed to prepare any reports or conduct any investigations or other actions taken under this Agreement.

#### IX. Modification, Termination and Satisfaction

- A. This Agreement may be modified by written mutual agreement of the Parties and the Project Managers may agree in writing to extend any deadline in this Agreement.
- B. Either Party may unilaterally discontinue this Agreement upon written notice to the other Party regardless of any other provision in this Agreement and without further obligation under this Agreement.
- C. After completion of the corrective measures documented in the Final Decision, ESI may submit a written request to U.S. EPA if ESI wishes to terminate corrective action for the parcels or a portion of the parcels. ESI must demonstrate that there have been no releases of hazardous waste or constituents above acceptable screening levels at or from the parcels or portion of the parcels, or that the parcels or portion of the parcels have been remediated to applicable cleanup



standards, and, therefore, pose no threat to human health and the environment. The U.S. EPA will determine whether corrective action may be terminated for the parcels or any portion of the parcels in its Final Decision, subject to public comment. The Final Decision shall set forth the appropriate screening levels and cleanup standards and U.S. EPA's determination whether such screening levels and/or cleanup standards have been achieved.

- D. The provisions of this Agreement will be satisfied when ESI has achieved the corrective action cleanup standards and this Agreement will terminate upon the ESI's and U.S. EPA's prompt execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights" (Acknowledgment). ESI's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, maintain any land or resource use restrictions, perform any O&M and long-term monitoring activities, establish and maintain any financial assurance and permanent markers or other long-term measures required in the Final Decision, and recognize the Parties' reservation of rights as required in Section X.
- E. A determination to terminate corrective action, after ESI's completion of the corrective measures documented in the Final Decision and the Parties' observation of the procedures set forth in Paragraphs IX.C., and IX.D. above, shall not preclude the U.S. EPA from requiring further corrective action at a later date if new information or subsequent analysis indicates that a release or threat of a release of hazardous waste or constituent at or from the facility exists which may pose a threat to human health and the environment, or if there is a change in the use of any portion of the Facility such that the cleanup criteria upon which the corrective action under this Agreement is based are no longer applicable.
- F. If after implementation of the corrective measures documented in the Final Decision, U.S. EPA or OEPA and ESI enter into a legally enforceable agreement to implement and maintain institutional and engineered controls and O&M of the final corrective measures, U.S. EPA will terminate this Voluntary Corrective Action Agreement with ESI.
- G. Nothing in this Agreement constitutes a commitment or requirement that U.S. EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other applicable provision of law.
- H. As soon as ESI becomes aware of the potential for delay with respect to any activity that is governed by a deadline established in this Agreement, it shall submit to the U.S. EPA written documentation stating the reasons for the delay and the efforts made to avoid the delay, as well as the proposed time to complete the work. U.S. EPA shall review the documentation and will promptly approve a new schedule if good cause is shown.



X. Reservation of Rights

- A. The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third party. Nothing in this Agreement relieves ESI from complying with applicable Federal, State and local laws. Both Parties agree that they may not use this Agreement or the existence of this Agreement in any administrative or judicial proceeding involving a dispute among the Parties.
- B. This Agreement does not limit or affect the rights of the Parties against any third party, nor does it limit the rights of the third parties.
- C. ESI is solely responsible for the proper performance of work contemplated by this Agreement. The U.S. EPA's approval of any documents or work does not constitute final agency action nor is it a warranty or representation that the required cleanup performance standards will be met or that ESI has obtained the required permits and approvals.

XI. Effective Date

This Agreement is effective on the date the last Party signs.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ESI Environmental, Inc.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Margaret M. Guerriero, Director  
Waste, Pesticides and Toxics Division  
United States Environmental  
Protection Agency, Region 5





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

MAR 17 2006

REPLY TO THE ATTENTION OF:  
DW-8J

Norm Essman, Director  
Office of Economic Development  
City of Dayton  
101 West Third Street, Room 430  
Dayton, Ohio 45402

RE: Voluntary Corrective Action  
City of Dayton  
OHD 017 958 604

Dear Mr: Essman

Enclosed is a copy of the signed Voluntary Corrective Action Agreement between the City of Dayton and the United States Environmental Protection Agency (U.S. EPA) for the seven parcels of land that were once part of the former GM Harrison Radiator Plant, Dayton, Ohio.

Pursuant to Section III of the Voluntary Corrective Action Agreement, Patricia J. Polston will be the designated Project Manager for the U.S. EPA. Ms. Polston will be responsible for overseeing the implementation of this agreement. Ms. Polston can be reached at the following address:

Patricia J. Polston  
Project Manager  
U.S. EPA - Region 5  
77 W. Jackson Boulevard, Mail Code DW-8J  
Chicago, IL 60604

If you have any questions concerning this matter, please contact Ms. Polston of my staff at (312) 886-8093 or [polston.patricia@epa.gov](mailto:polston.patricia@epa.gov).

Sincerely,

Hak Cho, Corrective Action Section Chief  
Waste, Pesticides and Toxics Division

Enclosure: Voluntary Corrective Action Agreement

cc: A. Kacenjar, Esq., Squire, Sanders & Dempsey  
Harold O'Connell, SWDO/OEPA  
Monesh Chabria, ORC



VOLUNTARY CORRECTIVE ACTION AGREEMENT  
BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

CITY OF DAYTON  
OHD 017 958 604

I. Purpose

The United States Environmental Protection Agency (U.S. EPA) and the City of Dayton (the City), collectively referred to as the Parties, establish this agreement for the City to work independently and voluntarily to investigate, and as necessary, stabilize and remediate releases of hazardous wastes or hazardous constituents at or from seven parcels of land, as depicted in the Map attached hereto as Attachment A. Three of the parcels are located on Keowee Street between Monument Street and the Mad River and are known as Ottawa Yards (labeled as COD 1, COD-2 and COD3 on Attachment A). Three of the parcels are bordered by Pitts Street to the north, Taylor Street to the west, Monument Street to the south, and Keowee Street to the east and are labeled as COD-5, COD-6, and COD-7 on Attachment A. The final parcel is adjacent to the Mad River near the intersection of Webster Street and Foundry Street and, is known as the Idlewild Pump Station (labeled as COD-4 on Attachment A). These are properties that were part of the former GM Harrison Radiator Plant.

The City has been awarded a Brownfields Assessment Grant that will include Geophysical Studies, Phase 1 and 2 Environmental Assessments, Phase 3 Remediation Plans, Property Specific Risk Assessments, an Ecological Risk Assessment of the Mad River and Community Outreach. The Parties believe that the City will appropriately, efficiently, and effectively investigate and, as necessary, remediate the parcels on an accelerated basis by following the procedures and guidelines in this Agreement.

As described herein in Section IX. B, either party may unilaterally discontinue this Agreement by providing written notice to the other Party.

II. Background

The seven parcels are located in the Downtown District of Dayton, Ohio. Parcels COD-5, COD-6, and COD-7 will become part of the Dayton Technology Campus. The city intends to place the other parcels into productive use through the process described in this Agreement.

The City has been awarded a Brownfields Assessment Grant which will include Geophysical Studies, Phase 1 and 2 Environmental Assessments, Phase 3 Remediation Plans, Property Specific Risk Assessments, an Ecological Risk Assessment of the Mad River and Community Outreach. The studies will be performed on Parcels COD-5, COD- 6, and COD-7.

Parcels COD-5 (1.3 acres); COD-6 (1.5 acres); and COD-7 (1 acre) have served as parking lots since 1950. Prior to their use as parking lots, the properties were used as a millwright shop, carpet cleaning shop, machine shop and coal pile storage; wood/table storage and manufacturing and junk yard; and cooper shop and gas station. Currently, the parcels continue to be used for



parking. A portion of COD-6 serves as parking for the Entrepreneurs Center and all lots are used for parking for Dayton Dragons Baseball games.

The three Ottawa Yards parcels have served as parking lots and for Water Department operations. Prior to their use as parking lots, the area was used as machine and blacksmith shops, iron and wheel foundries, the Miami Canal and the original waterworks and pump station. Currently, the south parcel continues to be used for parking and the remaining properties continue to be used for Water Department operations and administrative offices.

The Idlewild Pump Station parcel has served as a parking lot since 1950. Prior to its use as a GM parking lot, the property was primarily undeveloped except for a small building used for storage by the Board of Education. Currently, the parcel continues to be used for parking and a storm water pump station exists at the western portion of the parcel.

### III. Project Manager

U.S. EPA and the City will each designate a Project Manager and notify each other in writing of the Project Manager selected within fourteen (14) days of the effective date of this Agreement. To the extent practicable, all communications between the City and the U.S. EPA, and all documents, reports, approvals and other correspondence concerning the activities pursuant to this Agreement, shall be directed through the Project Managers. The Parties will provide, within fourteen (14) days, written notice whenever there is a change of Project Manager.

### IV. Definitions

This Agreement incorporates the definitions in RCRA or in regulations promulgated or guidance developed under RCRA, unless otherwise specified.

### V. Work to be Performed

The City will work independently, voluntarily and expeditiously to investigate and, as necessary, remediate releases of hazardous waste and constituents at or from the above mentioned parcels that may present an unacceptable risk to human health and the environment.

- A. The City agrees to perform the actions specified in this section in the manner and by the dates specified herein. All work is to be performed in a streamlined and flexible manner consistent with all applicable legal requirements. The City will perform corrective action activities, pursuant to this Agreement, in compliance with RCRA and other applicable Federal laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance, and relevant portions of the Model Scopes of Work for RCRA Corrective Action and of U.S. EPA's Risk Assessment Guidance for Superfund (RAGS) and related policies.



B. RCRA Facility Investigation (RFI)

By November 30, 2006, the City agrees to prepare an RFI Report which will identify and define the nature and extent of releases of hazardous waste and hazardous constituents at and from the parcels. At a minimum, the RFI Report will include the following information:

1. Copies of the existing reports that contain information regarding the nature and extent of any releases of hazardous waste or hazardous constituents at or from the parcels or which provide information on the current and historic site conditions.
2. A copy of the current zoning designation that pertains to the parcels and the portion of the zoning ordinance that pertains to the zoning designation. If there is any subsequent change in land usage and/or zoning at the Facility or any portion of the Facility, the City agrees to submit a copy of the change in zoning designation to U.S. EPA.
3. Copies of all documents prepared for and submitted under the Brownfields Assessment Grant activities.

C. Corrective Measures Proposal and Implementation of Corrective Measures.

1. By the later of (1) February 28, 2007 or (2) 45 days after GM's submission of its Corrective Measures Proposal to U.S. EPA, the City agrees to submit to U.S. EPA for review a Corrective Measures Proposal (CMP) outlining corrective measures which protect human health and the environment from all current and future unacceptable risks due to past and continuing releases of hazardous waste and hazardous constituents at or from each parcel that relate to GM's historic activities thereon.

The CMP may also state any conclusions of the City that certain of the parcels do not require corrective measures. In preparing its CMP, the City may use assessments, analysis, or data prepared by General Motors Company in its evaluation of corrective measures for the former GM Harrison Radiator Plant.

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measures will be completed within a period of time determined by the Parties to be reasonable to protect human health and the environment.

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3. The U.S. EPA may request supplemental information from the City if it determines that the CMP and supporting information do not provide an adequate basis to support the corrective measures proposed, to meet the requirements to protect human health and the environment. The City agrees to provide such supplemental information in a timely manner as requested in writing by U.S. EPA.
4. If ongoing monitoring and/or operation and maintenance are required after construction of the final corrective measures, the City will include a Monitoring and/or Operations and Maintenance ("O&M") Plan in the Final CMP to be submitted for review by U.S. EPA.
5. Any risk assessments conducted by the City must estimate appropriate human health and ecological risks for both current and reasonably expected future land usage scenarios. Risk assessments will be conducted in accordance with RAGS or other appropriate U.S. EPA guidance. The City will use appropriate U.S. EPA Region 5 screening values to determine whether further investigation is required.
6. All sampling and analysis conducted under this Agreement will be performed in accordance with a Quality Assurance Project Plan (QAPP) prepared in accordance with the U.S. EPA, Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize and delineate the nature and extent of all releases, and determine the need for and design of any corrective measures for the Facility. The U.S. EPA may audit laboratories selected by the City or require the City to purchase and have analyzed any Performance Evaluation (PE) samples selected by U.S. EPA, for compounds of concern. The City will notify U.S. EPA in writing at least fourteen (14) days before beginning each separate phase of field work performed under this Agreement. At the request of the U.S. EPA, the City will provide or allow the U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by the City under this Agreement.
7. The U.S. EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (the Statement of Basis). Following the public comment period, U.S. EPA will select the final



corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments (Final Decision).

8. If the City agrees with U.S. EPA's Final Decision, the City will implement the final corrective measures selected in the U.S. EPA's Final Decision according to the schedule therein.
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D. Completion Report

The City agrees to submit a final Completion Report which documents that all work performed was completed in accordance with the approved Final Decision Document. The Completion Report shall include:

1. Documentation of compliance with the cleanup objectives standards in the Final CMP Decision.
2. Verification of the recording of any associated restrictive covenant with the Montgomery County Auditor.

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The U.S. EPA and its agents, employees and representatives are authorized to enter and move about the property in accordance with the Facility's general site safety guidance for the purposes of, but not limited to, interviewing the City's personnel and contractors; inspection of all records, operating logs, files, photographs, documents, contracts, and other writings, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Agreement, and provide copies thereof, if requested by the U.S. EPA; conducting such tests, sampling or monitoring as the U.S. EPA or the U.S. EPA Project Manager deem necessary; using a camera, sound recording or other documentary-type equipment; and verifying the reports and data submitted to the U.S. EPA by the City. The City will submit to the U.S. EPA all reports, data, chain-of-custody forms, laboratory QA/QC summaries, photographs, field notes, and other information produced pursuant to this Agreement.

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- A. The City agrees to establish a publicly accessible repository for information regarding Facility activities and conduct public outreach and involvement activities, consistent with the U.S. EPA Public Participation Manual, as appropriate for the Facility.
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- C. The Parties will communicate frequently and in good faith to ensure successful completion of the requirements of this Agreement and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.

#### VIII. Record Preservation

- A. The city will retain, during the pendency of this Agreement, and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement or to waste disposal activities at the Facility. The City will notify the U.S. EPA in writing ninety (90) days before destroying any such records, and provide the U.S. EPA the opportunity to take possession or obtain copies of any such documents. The City's notice will refer to the effective date and name of this Agreement and will be addressed to:

Project Manager  
U.S. EPA, Region 5  
Waste, Pesticides and Toxics Division (DW-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604

- B. The City further agrees that within thirty (30) days after retaining or employing any agent, consultant or contractor (Agents) to carry out the terms of this Agreement, the City will enter into an agreement with the Agents to provide the City a copy of all data and final non-privileged documents produced under this Agreement.
- C. The City agrees that it will not assert any claim of privilege for any data developed to prepare any reports or conduct any investigations or other actions taken under this Agreement.

#### IX. Modification, Termination and Satisfaction

- A. This Agreement may be modified by written mutual agreement of the Parties and the Project Managers may agree in writing to extend any deadline in this Agreement.
- B. Either Party may unilaterally discontinue this Agreement upon written notice to the other Party regardless of any other provision in this Agreement and without further obligation under this Agreement.
- C. After completion of the corrective measures documented in the Final Decision, the City may submit a written request to U.S. EPA if the City wishes to terminate corrective action for the parcels or a portion of the parcels. The City must



demonstrate that there have been no releases of hazardous waste or constituents above acceptable screening levels at or from the parcels or portion of the parcels, or that the parcels or portion of the parcels have been remediated to applicable cleanup standards, and, therefore, poses no threat to human health and the environment. U.S. EPA will determine whether corrective action may be terminated for the parcels or any portion of the parcels in its Final Decision, subject to public comment. The Final Decision shall set forth the appropriate screening levels and cleanup standards and U.S. EPA's determination whether such screening levels and/or cleanup standards have been achieved.

- D. The provisions of this Agreement will be satisfied when the City has achieved the corrective action cleanup standards and this Agreement will terminate upon the City's and U.S. EPA's prompt execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights" (Acknowledgment). The City's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, maintain any land or resource use restrictions, perform O&M and long-term monitoring activities, establish and maintain financial assurance and permanent markers or other long-term measures, and recognize the Parties' reservation of rights as required in Section X.
- E. A determination to terminate corrective action, after the City's completion of the corrective measures documented in the Final Decision and the Parties' observation of the procedures set forth in Paragraphs IX.C., and IX.D. above, shall not preclude the U.S. EPA from requiring further corrective action at a later date if new information or subsequent analysis indicates that a release or threat of a release of hazardous waste or constituent at or from the facility exists which may pose a threat to human health and the environment, or if there is a change in the use of any portion of the Facility such that the cleanup criteria upon which the corrective action under this Agreement is based are no longer applicable.
- F. If after implementation of the corrective measures documented in the Final Decision, U.S. EPA or OEPA and the city enter into a legally enforceable agreement to implement and maintain institutional and engineered controls and O&M of the final corrective measures, U.S. EPA will terminate this Voluntary Corrective Action Agreement with the City.
- G. Nothing in this Agreement constitutes a commitment or requirement that U.S. EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other applicable provision of law.
- H. As soon as the City becomes aware of the potential for delay with respect to any activity that is governed by a deadline established in this Agreement, it shall submit to the U.S. EPA written documentation stating the reasons for the delay and the efforts made to avoid the delay, as well as the proposed time to complete the work. U.S. EPA shall review the documentation and will promptly approve a new schedule if good cause is shown.



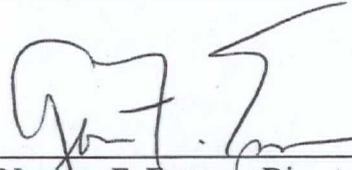
X. Reservation of Rights

- A. The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third party. Nothing in this Agreement relieves the City from complying with applicable Federal, State and local laws. Both Parties agree that they may not use this Agreement or the existence of this Agreement in any administrative or judicial proceeding involving a dispute among the Parties.
- B. This Agreement does not limit or affect the rights of the Parties against any third party, nor does it limit the rights of the third parties.
- C. The City is solely responsible for the proper performance of work contemplated by this Agreement. U.S. EPA's approval of any documents or work does not constitute final agency action nor is it a warranty or representation that the required cleanup performance standards will be met or that the City has obtained the required permits and approvals.


XI. Effective Date

This Agreement is effective on the date the last Party signs.

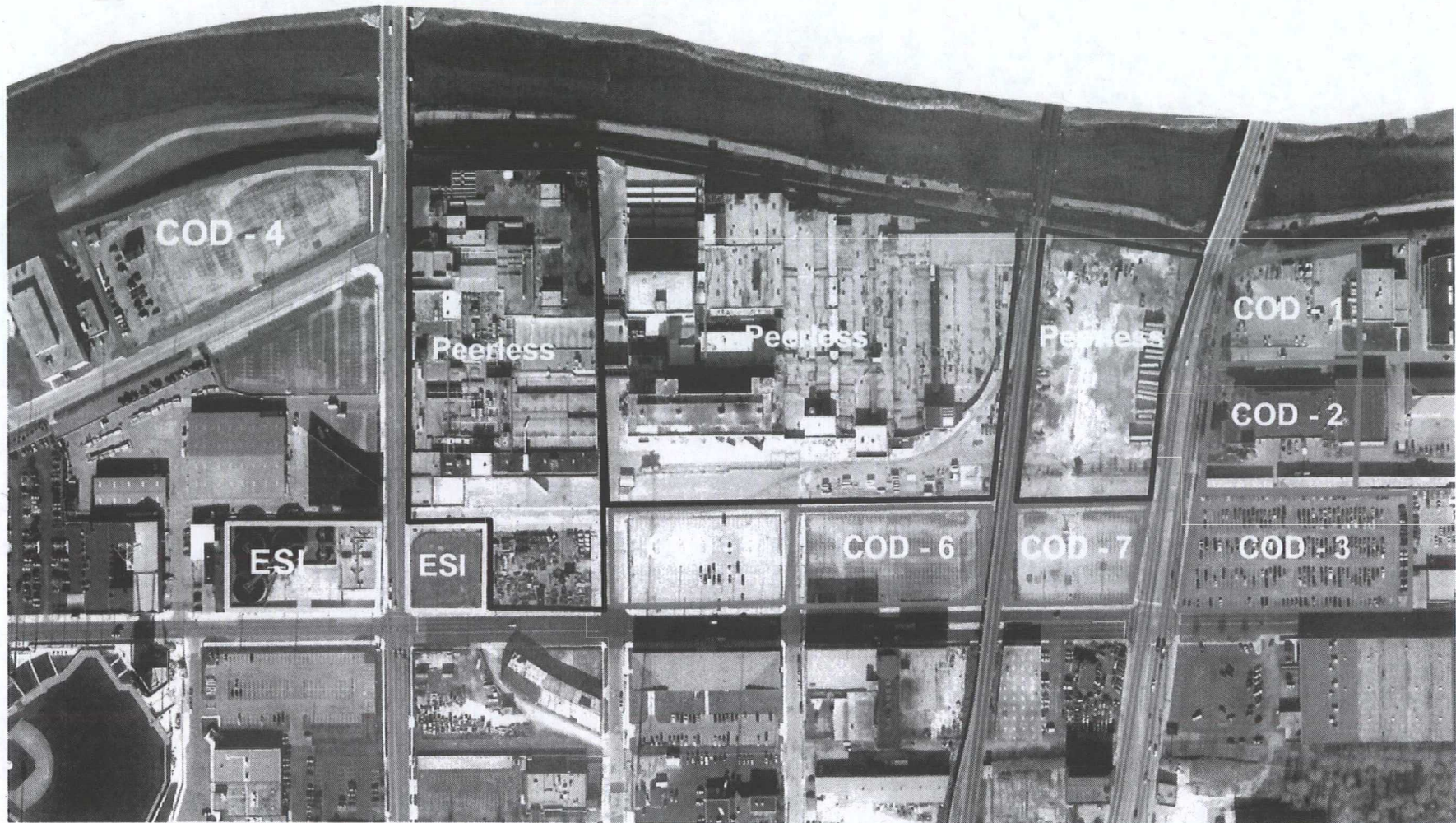
DATE: February 14, 2006

BY:   
Norman F. Essman, Director  
Office of Economic Development  
City of Dayton

DATE: March 17, 2006

BY:   
Margaret M. Guerriero, Director  
Waste, Pesticides and Toxics Division  
United States Environmental  
Protection Agency, Region 5





# Former GM Facility – 2005 Ownership

COD 12-05



# ROUTING AND TRANSMITTAL SLIP

Date

3/7/06

TO: (Name, office symbol, room number, building, Agency/Post)

Initials

Date

1. Hank Cho HC 3/8/06
2. Serry Phillips SP 3/13/06
3. Jose Cisneros JC 3/13/06
4. Margaret Grenier
- 5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

## REMARKS

Here's the City of Dayton's  
VCA signed by the City.

Please return to  
THSH Polston for mailing

Thanks

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

THSH POLSTON

Phone No.

6-8093

5041-102

☆ U.S. G.P.O.: 1994 300-891/80020

OPTIONAL FORM 41 (Rev. 7-76)

Prescribed by GSA  
FPMR (41 CFR) 101-11.206



# OFFICE OF REGIONAL COUNSEL CONCURRENCE SHEET

SUBJECT: City of Dayton RCRA Voluntary Corrective Action Agreement

CONTROL NO. (if applicable): \_\_\_\_\_

Originator and first level supervisor are responsible for assuring that documents are in plain language. All other reviewers should consider plain language in their reviews. See plain language checklist on reverse side of this sheet.

Originator	( Chabria )	<u>MC</u>	Date <u>1/24/06</u>
Section Chief	( Puchalski )	<u>CP</u>	Date <u>2/1/06 with correction</u>
Branch Chief	( Nelson )		Date _____
Deputy RC	( )		Date _____
Regional Counsel	( Frey (Acting) )		Date _____

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(PLEASE INDICATE NAME OF APPROPRIATE DIVISION(S) WHERE CONCURRENT SIGNOFF IS NECESSARY)

NAME OF DIVISION WPTD

*Program Manager*

Assigned Staff Person	( Polston )	<u>ASD</u>	Date <u>2/2/06</u>
Section Chief	( H. Cho )	<u>ASD</u>	Date <u>2/2/06</u>
Branch Chief	( G. Phillips )	<u>ASD</u>	Date <u>2/6/06</u>
Division Director	( J. Cisneros )	<u>ASD</u>	Date <u>2/6/06</u>
Other	( M. Guerriero )	<u>WA</u>	Date <u>3/7/06</u>
Other	( )		Date _____

## OFFICE OF THE REGIONAL ADMINISTRATOR

Other	( )	Date _____
Other	( )	Date _____
Deputy Regional Administrator	( )	Date _____
Regional Administrator	( )	Date _____

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**CITY OF DAYTON, OHIO**

OFFICE OF ECONOMIC DEVELOPMENT  
DIVISION OF DEVELOPMENT SERVICES  
DIVISION OF REAL ESTATE & REDEVELOPMENT



CITY HALL • 101 WEST THIRD STREET  
P.O. BOX 22 • DAYTON, OHIO 45401  
937 333-3634 • FAX 937 333-4266  
www.cityofdayton.org

*Trust*

March 31, 2006

Hak Cho, Corrective Action Section Chief  
U.S. Environmental Protection Agency  
77 W. Jackson Street  
Mail Code: DW-8J  
Chicago, IL 60604-3590

Re: OHD 017 958 604 – Voluntary Corrective Action Agreement U.S. EPA & City of Dayton

Dear Mr. Cho:

Pursuant to Section III of the Voluntary Corrective Action Agreement between the City of Dayton and the United States Environmental Protection Agency dated March 17, 2006, Gwen Eberly will be the designated Project Manager for the City of Dayton. Ms. Eberly will oversee implementation of the agreement. Ms. Eberly can be contacted at:

Gwen Eberly  
Office of Economic Development  
City of Dayton  
101 West Third Street  
Dayton, OH 45402

937-333-3805  
[gwen.eberly@cityofdayton.org](mailto:gwen.eberly@cityofdayton.org)

Thank you for your assistance on this matter.

Sincerely,

Norman F. Essman, Director

c: Ms. Eberly  
Ms. Polston

*[Faint handwritten notes]*





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

VIA FAX 216-479-8780 AND FIRST CLASS MAIL

REPLY TO THE ATTENTION OF

FEB 07 2006

Allen A. Kacenjar  
Squire, Sanders & Dempsey  
4900 Key Tower, 127 Public Square  
Cleveland, Ohio 44114

Re: City of Dayton Owned Properties at the Former GM Harrison Dayton Site  
Voluntary Corrective Action Agreement

Dear Mr. Kacenjar:

As we have discussed, enclosed you will find a Voluntary Corrective Action Agreement for the City of Dayton. Aside from minor grammatical edits, the agreement is unchanged from that which we agreed in principal. Please have your client execute the document and return it to me at the following address:

Mony Chabria  
Associate Regional Counsel  
U.S. EPA - Region 5  
77 W. Jackson Boulevard, Mail Code C-14J  
Chicago, IL 60604-3590

Please feel free to contact me at 312-886-6842 if you would like to discuss the document further.

Sincerely,

A handwritten signature in cursive script that reads "Mony Chabria".

Mony Chabria  
Associate Regional Counsel

cc: Patricia Polston





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Sincerely,

Mony Chabria  
Associate Regional Counsel

cc: Patricia Polston

MC 1/24/06

cn 2/1/06

7/2/06

AS 2/2/06



VOLUNTARY CORRECTIVE ACTION AGREEMENT  
BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

CITY OF DAYTON  
OHD 017 958 604

I. Purpose

The United States Environmental Protection Agency (U.S. EPA) and the City of Dayton (the City), collectively referred to as the Parties, establish this agreement for the City to work independently and voluntarily to investigate, and as necessary, stabilize and remediate releases of hazardous wastes or hazardous constituents at or from seven parcels of land, as depicted in the Map attached hereto as Attachment A. Three of the parcels are located on Keowee Street between Monument Street and the Mad River and are known as Ottawa Yards (labeled as COD 1, COD-2 and COD3 on Attachment A). Three of the parcels are bordered by Pitts Street to the north, Taylor Street to the west, Monument Street to the south, and Keowee Street to the east and are labeled as COD-5, COD-6, and COD-7 on Attachment A. The final parcel is adjacent to the Mad River near the intersection of Webster Street and Foundry Street and, is known as the Idlewild Pump Station (labeled as COD-4 on Attachment A). These are properties that were part of the former GM Harrison Radiator Plant.

The City has been awarded a Brownfields Assessment Grant that will include Geophysical Studies, Phase 1 and 2 Environmental Assessments, Phase 3 Remediation Plans, Property Specific Risk Assessments, an Ecological Risk Assessment of the Mad River and Community Outreach. The Parties believe that the City will appropriately, efficiently, and effectively investigate and, as necessary, remediate the parcels on an accelerated basis by following the procedures and guidelines in this Agreement.

As described herein in Section IX. B, either party may unilaterally discontinue this Agreement by providing written notice to the other Party.

II. Background

The seven parcels are located in the Downtown District of Dayton, Ohio. Parcels COD-5, COD-6, and COD-7 will become part of the Dayton Technology Campus. The city intends to place the other parcels into productive use through the process described in this Agreement.

The City has been awarded a Brownfields Assessment Grant which will include Geophysical Studies, Phase 1 and 2 Environmental Assessments, Phase 3 Remediation Plans, Property Specific Risk Assessments, an Ecological Risk Assessment of the Mad River and Community Outreach. The studies will be performed on Parcels COD-5, COD- 6, and COD-7.

Parcels COD-5 (1.3 acres); COD-6 (1.5 acres); and COD-7 (1 acre) have served as parking lots since 1950. Prior to their use as parking lots, the properties were used as a millwright shop, carpet cleaning shop, machine shop and coal pile storage; wood/table storage and manufacturing and junk yard; and cooper shop and gas station. Currently, the parcels continue to be used for



parking. A portion of COD-6 serves as parking for the Entrepreneurs Center and all lots are used for parking for Dayton Dragons Baseball games.

The three Ottawa Yards parcels have served as parking lots and for Water Department operations. Prior to their use as parking lots, the area was used as machine and blacksmith shops, iron and wheel foundries, the Miami Canal and the original waterworks and pump station. Currently, the south parcel continues to be used for parking and the remaining properties continue to be used for Water Department operations and administrative offices.

The Idlewild Pump Station parcel has served as a parking lot since 1950. Prior to its use as a GM parking lot, the property was primarily undeveloped except for a small building used for storage by the Board of Education. Currently, the parcel continues to be used for parking and a storm water pump station exists at the western portion of the parcel.

### III. Project Manager

U.S. EPA and the City will each designate a Project Manager and notify each other in writing of the Project Manager selected within fourteen (14) days of the effective date of this Agreement. To the extent practicable, all communications between the City and the U.S. EPA, and all documents, reports, approvals and other correspondence concerning the activities pursuant to this Agreement, shall be directed through the Project Managers. The Parties will provide, within fourteen (14) days, written notice whenever there is a change of Project Manager.

### IV. Definitions

This Agreement incorporates the definitions in RCRA or in regulations promulgated or guidance developed under RCRA, unless otherwise specified.

### V. Work to be Performed

The City will work independently, voluntarily and expeditiously to investigate and, as necessary, remediate releases of hazardous waste and constituents at or from the above mentioned parcels that may present an unacceptable risk to human health and the environment.

- A. The City agrees to perform the actions specified in this section in the manner and by the dates specified herein. All work is to be performed in a streamlined and flexible manner consistent with all applicable legal requirements. The City will perform corrective action activities, pursuant to this Agreement, in compliance with RCRA and other applicable Federal laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance, and relevant portions of the Model Scopes of Work for RCRA Corrective Action and of U.S. EPA's Risk Assessment Guidance for Superfund (RAGS) and related policies.



B. RCRA Facility Investigation (RFI)

By November 30, 2006, the City agrees to prepare an RFI Report which will identify and define the nature and extent of releases of hazardous waste and hazardous constituents at and from the parcels. At a minimum, the RFI Report will include the following information:

1. Copies of the existing reports that contain information regarding the nature and extent of any releases of hazardous waste or hazardous constituents at or from the parcels or which provide information on the current and historic site conditions.
2. A copy of the current zoning designation that pertains to the parcels and the portion of the zoning ordinance that pertains to the zoning designation. If there is any subsequent change in land usage and/or zoning at the Facility or any portion of the Facility, the City agrees to submit a copy of the change in zoning designation to U.S. EPA.
3. Copies of all documents prepared for and submitted under the Brownfields Assessment Grant activities.

C. Corrective Measures Proposal and Implementation of Corrective Measures.

1. By the later of (1) February 28, 2007 or (2) 45 days after GM's submission of its Corrective Measures Proposal to U.S. EPA, the City agrees to submit to U.S. EPA for review a Corrective Measures Proposal (CMP) outlining corrective measures which protect human health and the environment from all current and future unacceptable risks due to past and continuing releases of hazardous waste and hazardous constituents at or from each parcel that relate to GM's historic activities thereon.

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Project Manager  
U.S. EPA, Region 5  
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77 West Jackson Boulevard  
Chicago, IL 60604

- B. The City further agrees that within thirty (30) days after retaining or employing any agent, consultant or contractor (Agents) to carry out the terms of this Agreement, the City will enter into an agreement with the Agents to provide the City a copy of all data and final non-privileged documents produced under this Agreement.
- C. The City agrees that it will not assert any claim of privilege for any data developed to prepare any reports or conduct any investigations or other actions taken under this Agreement.

#### IX. Modification, Termination and Satisfaction

- A. This Agreement may be modified by written mutual agreement of the Parties and the Project Mangers may agree in writing to extend any deadline in this Agreement.
- B. Either Party may unilaterally discontinue this Agreement upon written notice to the other Party regardless of any other provision in this Agreement and without further obligation under this Agreement.
- C. After completion of the corrective measures documented in the Final Decision, the City may submit a written request to U.S. EPA if the City wishes to terminate corrective action for the parcels or a portion of the parcels. The City must



demonstrate that there have been no releases of hazardous waste or constituents above acceptable screening levels at or from the parcels or portion of the parcels, or that the parcels or portion of the parcels have been remediated to applicable cleanup standards, and, therefore, poses no threat to human health and the environment. U.S. EPA will determine whether corrective action may be terminated for the parcels or any portion of the parcels in its Final Decision, subject to public comment. The Final Decision shall set forth the appropriate screening levels and cleanup standards and U.S. EPA's determination whether such screening levels and/or cleanup standards have been achieved.

- D. The provisions of this Agreement will be satisfied when the City has achieved the corrective action cleanup standards and this Agreement will terminate upon the City's and U.S. EPA's prompt execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights" (Acknowledgment). The City's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, maintain any land or resource use restrictions, perform O&M and long-term monitoring activities, establish and maintain financial assurance and permanent markers or other long-term measures, and recognize the Parties' reservation of rights as required in Section X.
- E. A determination to terminate corrective action, after the City's completion of the corrective measures documented in the Final Decision and the Parties' observation of the procedures set forth in Paragraphs IX.C., and IX.D. above, shall not preclude the U.S. EPA from requiring further corrective action at a later date if new information or subsequent analysis indicates that a release or threat of a release of hazardous waste or constituent at or from the facility exists which may pose a threat to human health and the environment, or if there is a change in the use of any portion of the Facility such that the cleanup criteria upon which the corrective action under this Agreement is based are no longer applicable.
- F. If after implementation of the corrective measures documented in the Final Decision, U.S. EPA or OEPA and the city enter into a legally enforceable agreement to implement and maintain institutional and engineered controls and O&M of the final corrective measures, U.S. EPA will terminate this Voluntary Corrective Action Agreement with the City.
- G. Nothing in this Agreement constitutes a commitment or requirement that U.S. EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other applicable provision of law.
- H. As soon as the City becomes aware of the potential for delay with respect to any activity that is governed by a deadline established in this Agreement, it shall submit to the U.S. EPA written documentation stating the reasons for the delay and the efforts made to avoid the delay, as well as the proposed time to complete the work. U.S. EPA shall review the documentation and will promptly approve a new schedule if good cause is shown.



X. Reservation of Rights

- A. The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third party. Nothing in this Agreement relieves the City from complying with applicable Federal, State and local laws. Both Parties agree that they may not use this Agreement or the existence of this Agreement in any administrative or judicial proceeding involving a dispute among the Parties.
- B. This Agreement does not limit or affect the rights of the Parties against any third party, nor does it limit the rights of the third parties.
- C. The City is solely responsible for the proper performance of work contemplated by this Agreement. U.S. EPA's approval of any documents or work does not constitute final agency action nor is it a warranty or representation that the required cleanup performance standards will be met or that the City has obtained the required permits and approvals.

XI. Effective Date

This Agreement is effective on the date the last Party signs.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Norman F. Essman, Director  
Office of Economic Development  
City of Dayton

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Margaret M. Guerriero, Director  
Waste, Pesticides and Toxics Division  
United States Environmental  
Protection Agency, Region 5





## Former GM Facility – 2005 Ownership

COD 12-05



# OFFICE OF REGIONAL COUNSEL CONCURRENCE SHEET

SUBJECT: City of Dayton RCRA Voluntary Corrective Action Agreement

CONTROL NO. (if applicable): \_\_\_\_\_

Originator and first level supervisor are responsible for assuring that documents are in plain language. All other reviewers should consider plain language in their reviews. See plain language checklist on reverse side of this sheet.

Originator	( Chabria	) <u>MC</u>	Date <u>1/24/06</u>
Section Chief	( Puchalski	) <u>CP</u>	Date <u>2/1/06 with correction</u>
Branch Chief	( Nelson	) _____	Date _____
Deputy RC	( _____	) _____	Date _____
Regional Counsel	( Frey (Acting)	) _____	Date _____

COMMENTS: \_\_\_\_\_

(PLEASE INDICATE NAME OF APPROPRIATE DIVISION(S) WHERE CONCURRENT SIGNOFF IS NECESSARY)

NAME OF DIVISION WPTD

Assigned Staff Person	( Polston	) <u>(Signature)</u>	Date <u>2/2/06</u>
Section Chief	( H. Cho	) <u>(Signature)</u>	Date <u>2/2/06</u>
Branch Chief	( G. Phillips	) <u>(Signature)</u>	Date <u>2/6/06</u>
Division Director	( J. Cisneros	) <u>(Signature)</u>	Date <u>2/6/06</u>
Other	( _____	) _____	Date _____
Other	( _____	) _____	Date _____

## OFFICE OF THE REGIONAL ADMINISTRATOR

Other	( _____	) _____	Date _____
Other	( _____	) _____	Date _____
Deputy Regional Administrator	( _____	) _____	Date _____
Regional Administrator	( _____	) _____	Date _____

COMMENTS: \_\_\_\_\_



## Plain Language Checklist

**Write in the active voice.** When you use the active voice, the subject of the sentence acts: "EPA issued the permit to X." When you use the passive voice, the subject of the sentence is acted upon: "The permit was issued to X." If you can ask "By whom?" or "By what?" after the verb, the verb is in the passive voice. A passive verb has a form of the verb "to be" (am, is, are, was, were, be, being, been) plus a main verb usually ending in "en" or "ed."

**Use action verbs.** Use base verbs instead of nouns derived from verbs.

Don't Say	Say	Don't Say	Say
is applicable to	applies to	make payment	pay
give consideration to	consider	take action	act

**Use personal pronouns to represent the reader and to refer to EPA.** For example, "The United States Environmental Protection Agency is issuing an order to X (you). We are offering you..."

**Write short sentences to aid comprehension.** Put one main thought in most sentences. Divide a long sentence into two or three short sentences. Remove all unnecessary words. If there are several conditions or subordinate provisions, make a list.

**Omit surplus words and redundancies.** Question the need for every word.

Don't Say	Say	Redundancies
for the period of	for	true and correct
in order to	to	cease and desist
in the event that	if	order and direct

**Place words carefully to reduce ambiguity.** Keep subjects and objects close to verbs. Put modifying phrases and words such as "only" and "always" next to the word they modify. She *only* said that he hired her. She said that *only* he hired her. She said that he hired *only* her.

**Be consistent.** Don't use different words to refer to the same thing (car, vehicle, automobile).

**Limit your use of abbreviations, acronyms, and capital letters.** Use abbreviations and acronyms to refer only to terms that are central to the document. Do not abbreviate terms that you use only a few times. Use capital letters to begin sentences, proper names, and titles and for headings. You should reconsider all other uses.

**Visit the government's plain language web site at [www.plainlanguage.gov](http://www.plainlanguage.gov).**



# Interoffice Memorandum

To: Delphi Harrison Thermal Systems (Former), OHD017958604

CC: Tammy McConnell, ITU, OEPA, DHWM-CO

From: Pam Hull, OEPA, SWDO/DHWM

Date: February 11, 2003

Subject: Sampling Oversight for USEPA Region V's 5/22/01 Voluntary Corrective Action Agreement with the Former GM Harrison Dayton, Ohio Site (specifically, for Patricia Polston; Environmental Scientist; Waste, Pesticides and Toxics Division)

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## Field Notes from January 29, 2003

Staff Present: Pam Hull, OEPA, SWDO, DHWM  
Pam Stubbs, BOW Environmental Solutions  
Sara Byerly, Haley & Aldrich

I observed Haley and Aldrich finishing up installation of OSW-7 (ozone sparge well) along Webster St. and west of Building 12; Haley & Aldrich was contracting Stearns Drilling to do the work. OS-7 had already been drilled, and they were just finishing up installation of the well. I observed bentonite being poured into the well. Sara explained that the bentonite is used as a seal between the deep and shallow well. Sand is also used to fill in around a well's screen(s).

Pam Stubbs explained that I would be able to catch rotosonic drilling of another well on January 30, 2003 morning. She explained that the rotosonic drilling is less invasive (versus hollow stem auger). For example, only 15 drums of soil cuttings had been generated so far from the drilling of 10 wells; hollow stem drilling could easily generate that much from the drilling of one well. Also, if a well detected a metal or PCB issue, one would know for sure that these compounds were truly being detected (versus coming from sediment generated from putting the well in).

## Field Notes from January 30, 2003

Staff Present: Pam Hull, OEPA, SWDO/DHWM  
Brian Gitzinger, OEPA, SWDO/DHWM  
Pam Stubbs, BOW Environmental Solutions  
Sara Byerly, Haley & Aldrich

Brian and I briefly checked in with Pam Stubbs when we arrived at the site. Tim Staiger of SWDO/DHWM wanted me to find out the ozone injection rate. Pam said that she



believed it was 1800 ppm for 8 weeks (as outlined in their work plan). Sara Byerly identified the depths of the core samples laid out on the sidewalk in front of us. The depths were (from east to west or left to right in picture) 48-58 ft, 18-28 ft, 28-38 ft and 38-48 ft (refer to DCP\_0232). She also explained that the shallower (than 18 ft) depths were drummed. I took some close-up pictures of the rotosonic drilling operation (DCP\_0234, DCP\_0236 and DCP\_0237). Brian Gitzinger spoke with a Stearns Drilling operator. Prior to leaving the site, I took a photos of the rotosonic drill rig from across Webster St. (DCP\_038). This photo clearly depicts why rotosonic drilling cannot be used inside the buildings at this site.

When we got back to the office, Brian summarized the following overview of the drilling and well installation process: First, 10 foot sections of 4" diameter pipe are drilled into the soil. Next, 6" diameter 10 foot sections are drilled into the soil surrounding the 4" pipe. After this, the 4" is pipe is removed and the soil inside of them are used for core sampling (see discussion above). Finally, the wells are set; the wells are 2" PVC with slits (screens) in them. As discussed above (in the 1/29/03 field notes), bentonite is used to seal the screens and sand is used around the screens to hold them in place (while still allowing water to reach the screens).

#### Field Notes from February 5, 2003

Staff Present: Pam Hull, OEPA, SWDO/DHWM  
Jason Close, CRA

Jason explained the installation of rods via geoprobe for HRC (hydrogen release compound-see DCP 039 and DCP\_040) injection; the rods will only be used as a means to get the HRC into the groundwater and are not part of any further groundwater monitoring. HRC enhances reductive dechlorination of chlorinated compounds in groundwater. The geoprobe directly pushes 5 foot sections of rods (at a time) into the ground (see DCP\_041 and DCP\_042). He explained that the rods went down from 15 feet to 50 feet. The water table is at about 16 feet. He further explained that a less concentrated mixture (30 lbs/bucket for 5 ft; 6 lbs HRC / ft) is pumped into the 40-50ft range and a more concentrated mixture (32 lbs/bucket for 4.7 ft; 6.8 lbs HRC / ft) is pumped into the 15-40 ft range. He also explained that they would have installed the conduit on the west side of the fence, but the building that had been located on the lot was imploded in-place. This made drilling west of the fence very hard (virtually impossible to drill). Pam Stubbs had also told me earlier that she had to obtain permits from the City of Dayton for this project.

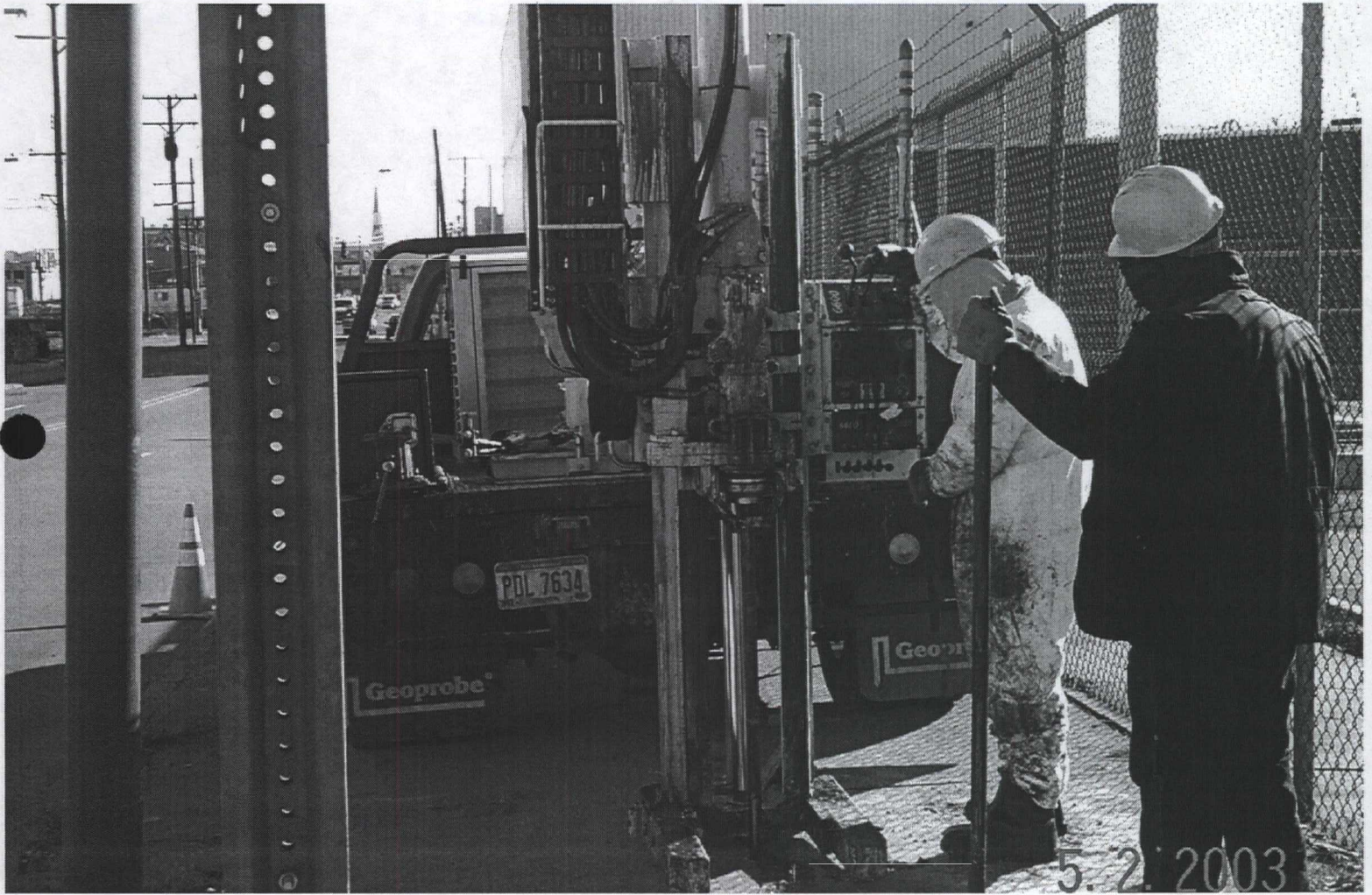




















*Priscilla*

**General Motors  
Worldwide Facilities Group  
Environmental and Regulatory Support  
Remediation Team**

September 10, 2001

Ms. Patricia J. Polston  
U.S. Environmental Protection Agency, Region V  
Waste, Pesticides and Toxics Division  
77 West Jackson Blvd., DRE-9J  
Chicago, IL 60604-3590

RE: Third Quarter 2001 Progress Report  
Voluntary RCRA Corrective Action  
Former Delphi Harrison Thermal Systems Facility  
USEPA ID No. OHD 017 958 604

Dear Ms. Polston:

In accordance with the requirements of the Voluntary Corrective Action Agreement between the U.S. Environmental Protection Agency Region V (USEPA) and the General Motors Corporation (GM), please find the attached the initial Progress Report for the third quarter of 2001. Because this is the initial Progress Report, the report covers an extended time period (April 18, 2001 through August 31, 2001). All subsequent reports will cover a three-month period.

If you have any questions concerning this information, please contact me at (937) 395-5092.

Sincerely,

Pamela L. Stubbs, P.G.  
Project Manager

Attachment A

cc: Distribution List



Distribution List

Carl Bridges, Peerless  
Jean Caufield, GM  
Terry Conway, GM  
Sylvie Eastman, CRA  
Dusty Hall, City of Dayton  
Mark Nielsen, Environ  
Ian Richardson, CRA  
Laura Romeo, GM  
Jim Shoemaker, City of Dayton  
Pam Smith, OEPA  
Rob Wilhelm, H&A

Rescilla Fonseca



ATTACHMENT A  
THIRD QUARTER 2001 PROGRESS REPORT  
VOLUNTARY RCRA CORRECTIVE ACTION  
FORMER DELPHI HARRISON THERMAL SYSTEMS FACILITY  
APRIL 18, 2001 - AUGUST 31, 2001

WORK PERFORMED THIS QUARTER

- Voluntary Corrective Action Agreement signed by USEPA and GM (effective May 22, 2001).
- GM Project Manager identified (April 18, 2001).
- GM Project Consultants identified (June 6, 2001).
- Current Conditions Report (CCR) completed and submitted to USEPA (June 8, 2001).
- Work began on the Pilot Test Summary/Interim Measures Work Plan for Ozone Sparge System.
- Public Repository established at Montgomery County Library in Dayton, Ohio (July 9, 2001).
- Work began on Proposed Sampling Strategy for RFI Work Plan.
- Operation and maintenance continued for on-going interim measures (Ozone Sparge System and Free Product Removal System).
- Conducted monthly water level gauging at monitoring wells in area of Riverscape Fountain.
- Met with USEPA to discuss Proposed Sampling Strategy (August 13, 2001).

DATA AVAILABLE DURING THIS QUARTER

- Summary of monthly water level gauging at monitoring wells in area of Riverscape Fountain.
- Quarterly Free Product Removal Report.

PROBLEMS ENCOUNTERED

- No problems were encountered.



### SUMMARY OF PROBLEM RESOLUTION

- No resolutions were required.

### POTENTIAL PROBLEMS

- No potential problems identified.

### ESTIMATED PERCENT COMPLETE FOR SELECTED ACTIVITIES

- |  |      |
|--|------|
| • Current Conditions Report                          | 100% |
| • RFI Work Plan                                      | 50%  |
| • Interim Measures Work Plan for Ozone Sparge System | 75%  |

### SUMMARY OF CONTACTS WITH INTERESTED PARTIES

- Telephone contacts were made with USEPA and City of Dayton Officials.
- Ongoing discussions with CSX Transportation and City of Dayton for obtaining Right-of Entry Agreements for installation of Barrier Wall along bike path located northeast of site. Agreement reached with the City of Dayton.

### CHANGES IN PERSONNEL

- None.

### PROJECTED WORK FOR NEXT REPORTING PERIOD

- Submit Interim Measures Work Plan for Ozone Sparge System.
- Meet with USEPA regarding Interim Measures Work Plan.
- Complete preparation of the RFI Work Plan.
- Prepare Public Participation Plan.
- Obtain Right-of Entry Agreement from CSX Transportation for installation of Barrier Wall along bike path located northeast of site.
- Install Barrier Wall along bike path located northeast of site (assuming CSX Transportation Agreement is obtained).



- Perform routine monitoring and maintenance for on-going interim measures.
- Continue conducting monthly water level gauging at monitoring wells in area of Riverscape Fountain.

#### Enclosures

1. Summary of monthly water level gauging at monitoring wells in area of Riverscape Fountain, Haley & Aldrich, Inc., September 2001.
2. Quarterly Interim Free Report Recovery Report - July 2001, Results of Interim Free Product Recovery, Former Delphi Harrison Thermal Systems Facility, Dayton, Ohio, Haley & Aldrich, Inc., July 18, 2001.



July 26, 2001

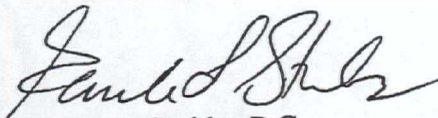
Mr. Raymond Bauman  
Ohio Department of Commerce  
Division of State Fire Marshall  
6606 Tussing Road  
Reynoldsburg, Oh 43068-0687

RE: Interim Free Product Recovery Report, BUSTR Incident #578530, Former Delphi Harrison Thermal Systems Facility, Dayton, Ohio

Dear Mr. Bauman:

Please find attached the Interim Free Product Recovery Report for the former Delphi Harrison Thermal Systems Facility, located in Dayton, Ohio. This report was completed by Haley & Aldrich on behalf of the General Motors Corporation (GM) for the second quarter of 2001. If you have any questions, please feel free to call me at (937) 395-5092.

Sincerely,



Pamela L. Stubbs, P.G.  
Project Manager

Enclosure

cc: J. Caufield, GM



UNDERGROUND  
ENGINEERING &  
ENVIRONMENTAL  
SOLUTIONS

Haley & Aldrich, Inc.  
Omni Office Centre  
9039 Springboro Pike  
Dayton, OH 45342-4418  
Tel: 937.384.9940  
Fax: 937.384.9946  
www.HaleyAldrich.com



18 July 2001  
File No. 79032-010

REALM, Inc.  
3600 Dryden Road  
Plant Engineering  
Moraine, Ohio 45439-1410

Attention: Ms. Pamela L. Stubbs, P.G.  
Project Manager

Subject: Results of Interim Free Product Recovery - BUSTR Incident # 578530  
Second Quarter 2001  
Former Delphi Harrison Thermal Systems Facility  
300 Taylor Street, Dayton, Ohio

Dear Pam:

Haley & Aldrich is pleased to present this report of the recent work performed for free product recovery at the Former Delphi/Harrison Thermal Systems Facility located in Dayton, Ohio.

Approximately 30.25 gallons of free product were removed from the collection sumps during the second quarter of 2001 (29 March 2001 through 19 June 2001). Since system start up on 19 May 2000, about 223 gallons of free product have been recovered.

On 16 May 2001, Onyx removed about 200 gallons of product from the storage tank. The product was placed into four 55-gallon drums for off-site disposal. On 5 June 2001, the depth of total fluid in the storage tank was measured at about 20.5 inches, of which about 20.4 inches was water. Further investigation revealed that site groundwater levels had risen and submersed the oil skimmers in the collection sumps. This condition resulted in the pumping of groundwater to the storage tank. The oil skimmers were raised in the sumps to minimize the potential to pump groundwater in the future. The volume of water contained in the storage tank has not been included in the reported volume of free product removed during this quarter.

Due to the continued presence of free product observed in the recovery sumps, we recommend that the interim free product recovery continue. If you have any questions or require additional information, please contact us.

Sincerely yours,  
HALEY & ALDRICH, INC.

A handwritten signature in dark ink, appearing to read "Bruce A. Midolo".

Bruce A. Midolo, CPG  
Senior Environmental Geologist

A handwritten signature in dark ink, appearing to read "Robert W. Wilhelm II".  
Robert W. Wilhelm II  
Senior Project Manager

OFFICES

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Massachusetts  
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West Virginia  
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California  
San Francisco  
California  
Tucson  
Arizona  
Washington  
District of Columbia



Former Delphi Harrison Thermal Systems Facility  
300 Taylor St., Dayton, OH  
Ground Water Elevation Data Summary for year 2001

Well	12/08/00	01/02/01	01/23/01	01/25/01	02/20/01	03/29/01	04/19/01	05/11/01	05/21/01	06/18/01	06/19/01	07/02/01	07/27/01	08/22/01
B-301		727.7		726.7	727.7	726.6	728.2		729.1		728.2		727.8	727.1
B-302		727.0		726.7	727.2	726.6	727.6		728.9		727.6		727.3	726.8
B-303		727.5		726.7	727.6	726.5	727.6		728.7		727.8		727.1	726.5
B-304		728.1		727.9	728.5	727.8	728.6		729.5		728.8		728.4	728.0
B-305		728.2		727.9	728.5	727.6	728.6		729.6		728.8		728.4	728.0
B-306		728.1		727.9	728.5	727.9	728.6		729.4		728.8		728.3	728.0
B-SA13		725.5		725.5	726.1	725.6	726.8		728.6		726.3		725.6	725.5
B-SA15		727.6			727.5	726.8	728.1		729.3		726.6		727.2	726.5
B-SA16		727.4		727.3	727.6	727.0	727.3		726.9		727.5		726.7	727.0
B-SA17		727.7		726.8	727.8	726.7	727.8		728.8		728.1		727.6	726.9
B-SA18		727.3		727.1	727.3	726.9	728.2		729.0		728.5		727.5	726.8
B-SA27				726.7	727.5	726.6	727.5		728.5		727.6		727.1	726.9
HA-101D	725.7		726.4					725.7		725.8		725.7		
HA-101S	725.5		726.1					725.6		725.8		725.7		
HA-204										725.0				
HD-1	726.5		726.9					726.7				727.1		
HD-11	726.1		726.3					726.4				726.8		
HD-12	727.1		727.3					727.4				727.7		
HD-13	726.8		726.9					727.0				727.3		
HD-15	727.9		728.1					728.4				728.7		
HD-16	727.4		727.5					727.8				728.0		
HD-17	727.6		727.8					728.1				728.4		
HD-18	726.8		727.0					727.2				727.6		
HD-19	726.2		748.2					726.5				726.8		
HD-2	726.9		727.1					727.2				727.4		
HD-3								726.4				727.1		
HD-4	726.4		726.6					726.7				726.9		
HD-6	726.7		726.9											
HD-7	726.7		726.8											
HD-8	726.6		726.9					726.9				727.2		
HD-9	726.7		727.0					727.0				727.3		
MW-1								716.1		714.1		712.2		
MW-10	725.4		725.9					725.6		725.8		725.6		
MW-2A	715.7		717.7					716.1		714.1		712.3		
MW-4	716.0		717.0					716.4		714.3		712.4		

ELEVATION DATUM: City of Dayton Benchmark Elevations



Meeting with GM and City of Dayton  
Dayton, Ohio  
Tuesday, May 29, 2001

Attendees:	Agency/Company	Phone
Laura Ripley	U.S. EPA	312-886-6040
Trish Polston	U.S. EPA/RCRA	312-886-8093
Gerald Phillips	U.S. EPA/Reg 5	312-886-0977
Hak K. Cho	U.S. EPA/RCRA	312-886-0988
Jim Shoemaker	City of Dayton	937-33-3727
Dusty Hall	City of Dayton	937-333-3611
Charles Kronbach	Community Consultant	937-434-3118
Ian Richardson	CRA/REALM	519-884-0510
Pam Stubbs	GM/REALM	937-395-5092
Jean Caufield	GM	313-556-0845

The purpose of the meeting was to address the remaining parcels of the original GM property, many of which belong to City of Dayton. The Voluntary Agreement now signed between GM and U.S. EPA addresses the property now currently owned by Peerless. The primary focus is what to do with balance of properties.

The property defined as the original GM property is based on the 1980 Part A permit application. There are other GM Facilities nearby, but those are not included in these discussions.

Currently, some of the other property owners include the following:

Ecological Systems- in litigation with City of Dayton, was the WWTP facility. Two types of litigation. One is zoning occupancy and accessory to manufacturing-not yet litigated. The other involves defining truck in waste, trucking non-hazardous and blended fuels-this lost but will appeal.

Citywide-This is City of Dayton's development group.

Greg Lee-City of Dayton will help facilitate into one agreement

Reeves-City of Dayton will help facilitate into one agreement

Monument Kids- City of Dayton will help facilitate into one agreement

E.Gem- City of Dayton will help facilitate into one agreement.

There are three potential voluntary agreements to be used as instruments to address the corrective action issues. One has already been signed with GM and covers the property now known as Peerless. The second could deal with Ecological Systems alone. At this time, it is not clear what is any maybe GM's obligations. The Ecological Systems property was part of the Peerless property and was later sold. There were SWMUs identified on the property. GM could have some partial responsibility. The third could deal with the balance of properties and be signed with City of Dayton. The City of Dayton will call a meeting of the balance of the property owners to start discussing RCRA and corrective action issues. Region 5 is willing to participate via conference calls.



The signed Voluntary Agreement with GM calls for a Current Conditions Report within 120 days. GM is in a position to submit that report at a much earlier date. Copies will be given to City of Dayton as well. This report also will include past information on any historical manufacturing that took place on the property now owned by City of Dayton. It appears that this information will help define where and what assessments need to be done to identify any outstanding corrective action issues. The following includes the areas identified by parking lot number and a brief history of site:

Lot #7- no issues, no industrial mfg. 1913 flood debris, storage for Board of Education

Lot #9-1887 mill right shop-carpet cleaning-machining-coal pile-1950 on parking

Lot #10-1887 CF Snider Table mfg.-iron junk yard 1918-Paine upholstery 1950 on parking

Lot # 6-1887 barrel mfg-car mfg-small gas station-parking

Lot #12-1887 residential-Graves and Marshall boiler shop-salvage metal 1981 parking

Lot #15-leased property owned by Dayton water works-listed on Part A as leased property-pump houses

Lot # 16-leased property owned by Dayton-1887 Dayton Screw Company-American Hardware Corp.-parking

Lot # 11-1887 to 1918 Barney-Smith car mfg.-blacksmith and iron foundry 1950 on parking. Kiefaber warehouse leased for parking by GM.

There are similar issues to these on other parcels as well.

Some type of verification samples and assessment is required on all parcels to address RCRA corrective action.

Funding is an issue and City of Dayton is looking to Superfund/Brownfields for assistance in the assessment of these parcels. Laura Ripley did discuss possible options available. Dayton can apply for supplementary Brownfields money for 2002. It would be two year money that could be extended and could be as much as \$200,000. The second option involves funds that U.S. EPA gives to OEPA for assessments. Currently not sure what group in OEPA receives the funds and conducts the assessments. The targets are brownfields not in pilot areas. This could be potentially quicker than supplementary funds, if areas needing assessments are not defined as the pilot area.

U.S. EPA/RCRA is looking to handle the corrective action in as few pieces as possible. Since process includes statement of basis - public hearings-response to comments and final decision to formalize corrective action and the process takes time. It would be efficient to go through the process as few times as possible. Right now Ecological Systems property seems the wild card and if they are not receptive to working on issues in voluntary agreement then order may be required. There is one voluntary agreement already signed with GM and with working with Dayton another agreement appears possible to handle balance of properties. The development of the Tool Town Campus also depends on lenders and how much risk they're willing to take to make Tool Town a reality.

Next up conference call with City of Dayton and other property owners. Dayton would like to



have the call within 30 days. U.S. EPA is willing to participate in call. U.S. EPA is to contact Ecological Systems and Dayton will provide contact name and number. GM will be completing and submitting Current Condition Report. Any data gaps will need to be addressed to identify full extent of any corrective action issues. Draft similar voluntary agreement to outline agreement with all other parties and City of Dayton. Work on funding from brownfields for sampling. U.S. EPA will do complete reviews for any parcels where no further action is needed or if corrective action is complete.

Existing pilot possibilities were discussed. There are two listed on EPA website and are a HQ redevelopment pilot and RCRA Reform II pilot. HQ is looking for National RCRA Brownfield pilot for next year. The selection cycle for next year starts in January. There is also a Regional pilot possibility which could then be elevated to a National pilot. Dayton is interested in the Regional pilot.

Site visit to Riverscape area and fountains happened after meeting. Contacts for the fountain include Phil Miller and Jim Dimene, 937-225-6387- Asst. County Montgomery. It's possible that another well to be drilled farther east. GM is to contact county to discuss groundwater issues.



Patricia Polston

06/14/2001 02:35 PM

To: Hak Cho/R5/USEPA/US@EPA, Gerald Phillips/R5/USEPA/US@EPA,  
LAURA RIPLEY/R5/USEPA/US@EPA, Priscilla  
Fonseca/R5/USEPA/US@EPA

cc: pstubbs@craworld.com

Subject: GM and next steps

Greetings everyone, I've been talking to Pam Stubbs today 6/14 and we would like to get started on the next steps for this site. Pam and her crew would like to come here for a meeting to discuss each AOI and how to address it. There is an automatic shut down for GM in the first two weeks of July. Right now I believe we're looking at some time late July. I'm asking everyone to start looking at your calendars please. In addition, the current conditions report has been completed and sent to City of Dayton (J. Shoemaker), OEPA (district and central office) and us. I'll make sure our file room gets a copy. I sent Dusty Hall an e-mail to double check if additional copies are needed for the City of Dayton. Just FYI, there seems to be some public concern over the fountain. Questions of where the water is coming from and such. I asked Pam to keep us posted on anything she hears regarding that. GM will try one additional time to make some progress with CSX (railroad). Pam will copy me on the corporate communication and if she reaches a road block, she'll call me. We have offered her help in dealing with CSX. Thanks Trish

*Ask Trish, if the CSX is the only party that is holding up  
the installation of the barrier*



Patricia Polston

06/14/2001 02:35 PM

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LAURA RIPLEY/R5/USEPA/US@EPA, Priscilla  
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**Voluntary Corrective Action Agreement  
Between  
The United States Environmental Protection Agency and  
General Motors Corporation**

**For The Former GM Harrison Dayton, Ohio Site**

**I. Purpose**

The United States Environmental Protection Agency (USEPA) and General Motors Corporation (GM), collectively referred to as the Parties, establish this Agreement to enable GM to work independently and voluntarily to investigate, and as necessary stabilize and remediate, releases of hazardous wastes or hazardous constituents at or from the main manufacturing area of the former GM Delphi Harrison Thermal Systems Dayton, Ohio, property (Harrison Dayton) further referred to as the "Site" which is currently owned by The Peerless Transportation Company that may present an unacceptable risk to human health or the environment. The Parties believe that GM will appropriately, efficiently and effectively investigate and, as necessary, remediate the Site on an accelerated basis by following the procedures and guidelines in this Agreement. This Agreement will have fulfilled its purpose and will terminate upon written acknowledgment by USEPA that GM has completed its corrective action obligations under the Resource Conservation and Recovery Act (RCRA) at the Site.

**II. Background**

The Harrison Dayton property at 300 Taylor Street is currently owned by The Peerless Transportation Company (Peerless) as shown in Figure 1. In general, the Site is bounded to the south by parking lots owned by the City of Dayton (previously owned by GM), to the east by Keowee Street, to the north by the Mad River, to the southwest by the former GM wastewater treatment plant which is currently owned by Ecological Systems, Inc., and to the west by Webster Street and a parking lot owned by Requarth Lumber Company (previously owned by GM). The EPA Identification for the Site is OHD 017958604.

Current operations at the Site consist of leasing and storage for various industries in the area. Past operations included the manufacturing of electric refrigerators, other household appliances, .50-caliber machine guns during World War II, and manufacturing and assembly of automotive air compressors. The Site was purchased by GM in 1919 and operated as Delco Light Company until 1928 when Frigidaire Corporation/Frigidaire Division of GM occupied the Site. In 1975 the Site was converted to Delco Air Division of GM, and then Harrison Radiator Division of GM (Delphi Harrison Thermal Systems) until it was sold to Peerless in 1996.



USEPA and GM expect that GM will investigate, and as necessary remediate, all releases of hazardous wastes or constituents at or from the Site under the guidelines established in this Voluntary Corrective Action Agreement.

### **III. Definitions**

Unless otherwise specified herein, terms used in this Agreement which are defined in RCRA or in regulations promulgated under RCRA will have the definitions given to them in RCRA or in such regulations.

### **IV. Project Manager**

USEPA and GM will each designate a Project Manager and notify each other in writing of the Project Manager selected within 14 days of the effective date of this Agreement. Each Project Manager will be responsible for overseeing the implementation of this Agreement. The parties will provide prompt written notice whenever they change Project Managers.

### **V. Work to be Performed**

GM agrees to perform the actions specified in this section, in the manner and by the dates specified herein. GM will perform the work undertaken pursuant to this Agreement in compliance with RCRA and other applicable Federal and State laws and their implementing regulations, and consistent with all relevant USEPA guidance documents as appropriate to the Site. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance, and relevant portions of the Model Scopes of Work for RCRA Corrective Action and of USEPA's Risk Assessment Guidance for Superfund.

1. GM will complete activities necessary to identify and define the nature and extent of releases of hazardous waste and/or hazardous constituents at or from the Site. These activities include:
  - a. Provide to USEPA, within 120 days after the effective date of this Agreement, a brief Current Conditions Report covering all areas of the Site. The Current Conditions Report will include any recent sampling data and a summary of both current and historic operations and physical setting of the Site. The Current Conditions Report in total will describe, at a minimum, conditions at the Site, and any past or present locations at the Site for which GM knows of past treatment, storage, or disposal of hazardous waste or hazardous constituents.
  - b. Perform phased investigations to identify the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Site which may pose an unacceptable risk to human health or the environment, and provide a report to USEPA. The report will also describe the nature and extent of any



releases of hazardous waste and/or hazardous constituents at or from the Site which do not pose an unacceptable risk to human health or the environment, and provide the basis for those conclusions, including an evaluation of the risks. The report may be prepared in phases to provide timely support for the demonstrations described in Section V.2, below, and for the determinations and proposal described in Section V.3, below. If investigation determines that acceptable risks to human health or the environment are exceeded, GM will determine the need for interim measures based on a professional evaluation of the data and will notify the USEPA of the planned course of action.

- c. GM may choose to proceed with remedial actions to limit site investigation or risk assessment activities in order to complete the work as defined in Sections V.2 and V.3 below.
2. GM will demonstrate by the dates indicated, through submitting an Environmental Indicators Report and by performing any other necessary activities, consistent with this Section, that:
    - a. By December 31, 2005, all current human exposures to contamination at or from the Site are under control. That is, for all media known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above risk-based levels, for which there are complete pathways between contamination and human receptors, significant or unacceptable exposures do not exist.
    - b. By December 31, 2005, migration of contaminated groundwater at or from the Site is stabilized. That is, the migration of all groundwater known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above acceptable levels is stabilized to remain within any existing areas of contamination as defined by monitoring locations designated at the time of the demonstration. In addition, any discharge of groundwater to surface water is either insignificant or shown to be currently acceptable according to an appropriate interim assessment. Monitoring and measurement data must be collected in the future as necessary to verify that migration of any contaminated groundwater is stabilized.
    - c. In order to prepare for and provide the demonstrations required by Sections V.2.a and V.2.b., above, GM will:
      - i. Determine appropriate risk screening criteria under current use scenarios and provide the basis and justification for the use of these criteria.
      - ii. Determine any current unacceptable risks to human health and the environment and describe why other identified risks are acceptable.
      - iii. Control any unacceptable current human exposures that are identified. This may include performing any corrective actions or other response measures



("Corrective Measures") necessary to control current human exposures to contamination to within acceptable risk levels.

- iv. Stabilize the migration of contaminated groundwater. This may include implementing any Corrective Measures necessary to stabilize the migration of contaminated groundwater.
- v. Conduct groundwater monitoring to confirm that any contaminated groundwater remains within the original area of contamination.
- vi. Prepare a report, either prior to or as part of the Environmental Indicators Report, that provides a description and justification for any interim actions performed to meet the requirements of this Section, including sampling documentation, construction completion documentation and/or confirmatory sampling results.

3. Final Corrective Measures:

- a. GM will propose to USEPA by September 30, 2006, final Corrective Measures necessary to protect human health and the environment from all current and future unacceptable risks due to releases of hazardous waste or hazardous constituents at or from the Site (the "Final Corrective Measures Proposal"). The proposal will describe all Corrective Measures implemented at the Site since the effective date of this Agreement. It will also include a description of all other final Corrective Measures evaluated by GM, a detailed explanation of why the proposed final Corrective Measures were preferred by GM, and cost estimates for the final Corrective Measures evaluated. The proposal will also include a detailed schedule to construct and implement the final Corrective Measures, and to submit a Final Remedy Construction Completion Report. This schedule will provide that as much of the initial construction work as practicable will be completed within one year after USEPA selects the final Corrective Measures and that all final Corrective Measures will be completed within a reasonable period of time to protect human health and the environment.
- b. As part of developing its proposals, GM will propose appropriate risk screening criteria, cleanup objectives, and points of compliance under current and reasonably expected future land use scenarios and provide the basis and justification for these decisions.
- c. USEPA may request supplemental information from GM if it determines that the proposals and supporting information do not provide an adequate basis to select final Corrective Measures that will protect human health and the environment from the release of hazardous waste or hazardous constituents at or from the Site. GM will provide such supplemental information in a timely manner as directed in writing by USEPA.



- d. USEPA will provide the public with an opportunity to review and comment on its proposed final Corrective Measures, including a detailed description and justification for the proposals (the "Statement of Basis"). Following the public comment period, USEPA will select the final Corrective Measures and provide notification of its decision and rationale in a "Final Decision and Response to Comments ("Final Decision").
  - e. If GM agrees with USEPA's selection of final Corrective Measures, GM will implement the final Corrective Measures selected in USEPA's Final Decision according to the schedule therein.
4. Reporting and other requirements:
- a. GM will establish a publicly accessible repository for information regarding site activities and conduct public outreach and involvement activities in accordance with USEPA's RCRA public participation guidance as appropriate for the site.
  - b. GM will provide quarterly progress reports to USEPA by the 15<sup>th</sup> day of the month following a quarter. The report will list work performed to date, data collected, problems encountered, project schedule, and percent project completed.
  - c. The parties will communicate frequently and in good faith to assure successful completion of the requirements of this Agreement, and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.
  - d. GM will provide a Final Remedy Construction Completion Report documenting all work that it has performed pursuant to the schedule in USEPA's Final Decision.
  - e. If ongoing monitoring or operation and maintenance is required after construction of the selected final Corrective Measures, GM will include an operations and maintenance plan in the Final Remedy Construction Completion Report. GM will revise and resubmit the Report in response to USEPA's written comments, if any, by the dates USEPA specifies. Upon USEPA's written approval, GM will implement the approved operation and maintenance plan according to the schedule and provisions contained therein.
  - f. Any risk assessments conducted by GM must estimate human health and ecological risk under reasonable maximum exposure for both current and reasonably expected future land use scenarios. Risk assessments will be conducted in accordance with the Risk Assessment Guidance for Superfund (RAGS) or other appropriate USEPA guidance. GM will use appropriate, conservative screening values when screening to determine whether further investigation is required. Appropriate screening values may include those derived from Federal Maximum Contaminant Levels, USEPA Region 9



Preliminary Remediation Goals, USEPA Region 5 Ecological Screening Levels, USEPA Region 5 Risk Based Screening Levels, USEPA Region 3 Risk Based Concentration Table or RAGS.

- g. All sampling and analysis conducted under this Agreement will be performed in accordance with the Region 5 RCRA Quality Assurance Project Plan Policy (April 1998) as appropriate for the site, and be sufficient to identify and characterize the nature and extent of all releases. USEPA may audit laboratories selected by GM or require GM to purchase and have analyzed any Performance Evaluation (PE) samples selected by USEPA which are compounds of concern. GM will notify USEPA in writing at least 14 days before beginning each separate phase of field work performed under this Agreement. At the request of USEPA, GM will provide or allow USEPA or its authorized representative to take split or duplicate samples of all samples collected by GM under this Agreement.

## **VI. Record Preservation**

GM will retain, during the pendency of this Agreement and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement. GM will notify USEPA in writing 90 days before destroying any such records, and provide USEPA the opportunity to take possession of any such non-privileged documents. GM's notice will refer to the effective date and name of this Agreement and will be addressed to:

Director  
Waste, Pesticides and Toxics Division  
USEPA, Region 5 (D-8J)  
77 W. Jackson Blvd.  
Chicago, IL 60604-3590

GM will also promptly provide USEPA's Project Manager a copy of any such notice.

GM further agrees that within 30 days of retaining or employing any agent, consultant, or contractor ("Agents") to carry out the terms of this Agreement, GM will enter into an agreement with the Agents to provide GM a copy of all data and final non-privileged documents produced under this Agreement.

GM agrees that it will not assert any privilege claim concerning any data developed to prepare any reports or conduct any investigations or other actions taken under the Agreement.

## **VII. Modification, Termination and Satisfaction.**

This Agreement may be modified by written, mutual agreement of the Parties. The Project Managers may agree in writing to extend any deadline in this Agreement.



Either Party may unilaterally terminate this Agreement upon written notice to the other Party. USEPA's participation in this Agreement is subject to the Anti-Deficiency Act, 31 U.S.C. § 1341.

GM may request that USEPA issue a determination that GM has met the corrective action cleanup objectives for the Site or a portion of the Site. GM will submit documentation that it has achieved the objectives and USEPA will respond in writing indicating whether GM has completed RCRA corrective action. If USEPA agrees that RCRA corrective action is complete it will issue a "No Further Action" determination for all or a portion of the Site.

The provisions of the Agreement will be satisfied upon GM's and USEPA's execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights", consistent with USEPA's Model Scope of Work. GM's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VI, to maintain any necessary institutional controls or other long term measures, and to recognize the Parties' reservation of rights as required in Section VIII.

#### **VIII. Reservation of Rights**

The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third Party. Nothing in this Agreement relieves GM from complying with applicable federal, state and local laws.

This Agreement does not limit or affect the rights of the Parties against any Third Party, nor does it limit the rights of Third Parties. The Parties agree that this Agreement does not constitute any decision on preauthorization of funds under §111(a)(2) of CERCLA.



**IX. Effective Date**

This Agreement is effective on the date the last Party signs.

DATE: 5-14-01

BY: William J. McFarland  
William J. McFarland, Director  
Remediation  
Worldwide Facilities Group  
General Motors Corporation

DATE: 5/22/01

BY: Walter H. Hanis  
for Robert Springer, Director  
Waste, Pesticides and Toxics Division  
U.S. Environmental Protection Agency  
Region 5